



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 1.A.

**Subject:**

Election of Chairman and Vice Chairman

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ 

**Board Action Requested:**

**Summary of Information:**

The Board's first order of business is the election of Chairman and Vice Chairman for 2007. The County Administrator presides over the meeting until the election of Chairman. Nominations do not require a second.

**Preparer:** \_\_\_\_\_ Lisa H. Elko

**Title:** \_\_\_\_\_ Clerk to the Board

**Attachments:**

☐

Yes

☒

No

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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

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**Meeting Date:** January 10, 2007

**Item Number:** 1.B.

**Subject:**

Nomination/Appointments to Various Boards and Commissions

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ 

**Board Action Requested:**

**Summary of Information:**

Each year at the organizational meeting, the Board must make a number of appointments to various Boards and Commissions. In addition, there are a number of appointments to committees appointed by the Chairman. See attached list.

**Preparer:** \_\_\_\_\_ Lisa H. Elko **Title:** \_\_\_\_\_ Clerk to the Board

**Attachments:**



Yes



No

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**000002**

**BOARD APPOINTMENTS**  
**C U R R E N T   M E M B E R S**

**RICHMOND METROPOLITAN CONVENTION & VISITORS BUREAU (RMCVB)**

**Board Appointment vacant**

Term would be for one year beginning January 1, 2007 and expiring December 31, 2007.

Mr. Donald Sowder (recommended)

**TRI-CITIES AREA METROPOLITAN PLANNING ORGANIZATION (CRATER MPO)**

**Appointment is for term that expired 12/31/06**

Term would be one year beginning January 1, 2007 and expiring December 31, 2007.

Mrs. Renny Bush Humphrey

**MAYMONT FOUNDATION**

**Appointment is for term that expired 12/31/06**

Term would be one-year beginning January 1, 2007 and expiring December 31, 2007.

Mr. Donald Sowder (Recommended)

**ARTS AND CULTURAL FUNDING CONSORTIUM**

Term would be for two-years beginning January 1, 2007 and expiring December 31, 2008.

Ms. Susan Stuller, At-large Appointment

**000003**

**SOUTH CENTRAL WASTEWATER AUTHORITY**

Term would be for a one-year term beginning January 1, 2007 and expiring December 31, 2007. In January 2008 they will be up for a four-year term appointment.

Mr. Lane Ramsey  
Mr. Roy Covington



**CHAIRMAN'S APPOINTMENTS**  
**C U R R E N T   M E M B E R S**

**BOARD COMMITTEES:**

**BUDGET AND AUDIT COMMITTEE**

Unspecified Term

Mr. R. M. "Dickie" King, Jr.  
Mr. Kelly E. Miller

**COUNTY EMPLOYEE BENEFITS COMMITTEE**

Unspecified Term

Mr. Arthur S. Warren  
Mrs. Renny Bush Humphrey

**OTHER COMMITTEES:**

**COALITION OF HIGH GROWTH COMMUNITIES**

Unspecified Term

Mr. Arthur S. Warren

**APPOINTMENTS WITH UNSPECIFIED TERMS**

**THESE ARE APPOINTMENTS THAT SERVE AT THE PLEASURE OF THE BOARD.  
STAFF WILL PROVIDE THESE TO YOU AS PART OF THIS DOCUMENT SO YOU CAN  
REVIEW THESE APPOINTMENTS ON AN ANNUAL BASIS.**

**CAPITAL AREA WORKFORCE INVESTMENT BOARD AND  
CRATER WORKFORCE INVESTMENT BOARD**

Unspecified Term

Ms. Karen Aylward

**CHESTERFIELD COUNTY SUPPLEMENTAL RETIREMENT PLAN BOARD**

Unspecified Term

Mr. Craig Bryant  
Ms. Mary Lou Lyle  
Mr. James J. L. Stegmaier  
Mr. Richard Cordle  
Colonel Carl Baker

**APPEALS PANEL PURSUANT TO VIRGINIA SET OFF DEBT**

Unspecified Term

Mr. James Harris  
Mr. Samuel West  
Mr. Richard Cordle  
Ms. Mary Lou Lyle

**SOUTH CENTRAL WASTEWATER AUTHORITY BOARD**

Unspecified Term

Mr. Lane Ramsey  
Mr. Roy Covington, Alternate

**RICHMOND METROPOLITAN CONVENTION & VISITORS BUREAU (RMCVB)**

Unspecified Term

Ms. Marilyn Cole, Alternate

000006

**RIDEFINDERS**

Unspecified Term

Ms. Barbara Smith

Mr. James Banks, Alternate



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
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**Meeting Date:** January 10, 2007

**Item Number:** 1.C.

**Subject:**

Adoption of Procedures of the Board of Supervisors Governing Meetings in 2007

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

A handwritten signature, likely of the County Administrator, is written over the line.

**Board Action Requested:**

Adoption of the Procedures of the Board of Supervisors for 2007.

**Summary of Information:**

Each year the Board of Supervisors adopts procedures governing the conduct of meetings at the organizational meeting in January. Staff recommends several changes to the Procedures as noted.

Preparer: Steven L. Micas

Title: County Attorney  
0800:74025.1(73914.1)

**Attachments:**



Yes



No

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**000008**



**2006 2007**  
**PROCEDURES OF THE**  
**BOARD OF SUPERVISORS**

Chesterfield County, Virginia

## **2006 2007 PROCEDURES OF THE BOARD OF SUPERVISORS**

BE IT RESOLVED by the Board of Supervisors of the County of Chesterfield in accordance with Section 3.4 of the County Charter that the following rules of procedures shall govern the conduct of meetings and work sessions of the Board of Supervisors during the 2007 calendar year.

### **Presiding Officer**

Section 1. The Board's parliamentary procedures shall conform with law and the historical practices of the Board of Supervisors. The County Attorney shall act as parliamentarian to the Board. To the extent necessary to address any ambiguities in procedure, the County Attorney may consider the most recent edition of Robert's Rules of Order, a Manual of General Parliamentary Law for guidance. Any questions involving the application of rules of procedure or the interpretation of Robert's Rules shall be decided by the County Attorney. ~~be Robert's Rules of Order, a Manual of General Parliamentary Law, to the extent compatible with law and the historical practices of the Board of Supervisors. The county attorney shall act as parliamentarian to the Board. Any questions involving the interpretation or application of Robert's Rules shall be addressed to the County Attorney.~~

Section 2. The chairman, or the vice chairman, or in their absence the most senior member of the Board alphabetically, shall preside at all meetings of the ~~board~~Board, and on the appearance of a quorum shall call the meeting to order, and the ~~board~~Board shall then proceed with its business.

Section 3. The presiding officer shall preserve order and decorum. He may speak, make motions, and vote on all questions, and he shall decide questions of order and procedure. The Chairman may set reasonable time limits for speakers and public hearings; provided that by majority vote the ~~board~~Board may reject such time limits.

### **Quorum**

Section 4. A quorum shall consist of at least three members of the Board. A majority of a quorum shall be sufficient to carry any question except tax issues, incurring of debt and appropriations in excess of \$500, all of which shall require a majority of the full ~~board~~Board for adoption. No ~~board~~Board member is required to vote on any question, but an abstention, although not a vote in favor of carrying a question, shall be counted as a vote for the purpose of determining a quorum. A tie vote shall defeat the motion, resolution or issue voted on, provided that all zoning cases must be disposed of by a motion approved by a majority of those voting. An abstention defeats a motion requiring a unanimous vote. The Board shall not designate a tiebreaker pursuant to § 15.2-1421 of the Code of Virginia.

## **Order of Business**

Section 5. The order of business at a regular meeting of the Board shall be as follows beginning at 4 p.m. or an alternate specified meeting time:

- (a) Approval of minutes of the previous meeting. Reading of the minutes shall be automatically dispensed with.
- (b) County administrator's comments.
- (c) Board committee reports.
- (d) Requests to postpone action, additions, deletions or changes in the order of presentation with respect to any matter on the agenda.
- (e) Special resolutions of recognition.
- (f) Work sessions.
- (g) Deferred agenda items not requiring a public hearing.
- (h) New county business not requiring a public hearing, including deferred and new appointments and claims against the Board or County.
- (i) Reports.
- (j) Fifteen-minute citizen comment period on unscheduled matters involving the services, policies and affairs of the County government.
- (k) Dinner at 5 p.m.
- (l) Non-sectarian invocations in accordance with the Clerk's scheduling policy followed by the pledge of allegiance at ~~7:00~~6:30 p.m.
- (m) Special resolutions of recognition not heard at the afternoon session.
- (n) Deferred public hearings.
- (o) Zoning and mobile home public hearings placed on the consent agenda by the Planning Department.
- (p) Remaining public hearings or zoning public hearings based on appropriate meeting date.
- (q) Fifteen-minute citizen comment period on unscheduled matters involving the services, policies and affairs of the County government.

- (r) Adjournment.

The Board shall confine their decisions to the matters presented on the agenda.

Section 6. Each citizen comment period shall be limited to 15 minutes and 5 speakers and each speaker may not exceed 3 minutes. Citizen speakers shall abide by a lighting system providing warning lights. Citizens may only speak once per meeting during the citizen comment periods. No citizen shall speak on any matter of business that is a subject on the ~~board~~Board's agenda for that day. Citizens may not yield time to other speakers. Any person desiring to speak may notify the clerk to the Board no earlier than 7 days in advance of the meeting or shall sign up prior to the afternoon or evening session if space is available. At the beginning of the citizen comment period the clerk will read the names and comments will be given in the order of the sign-up sheet. Each citizen comment period will end after 15 minutes, regardless of the number of people who have signed up to speak.

Persons speaking before the ~~board~~Board will not be allowed to:

- (a) Campaign for public office;
- (b) Promote private business ventures;
- (c) Use profanity or vulgar language;
- (d) Address pending litigation or matters to be addressed at that meeting; or
- (e) Make insults which tend to violence or breach of the peace.

Section 7. Any person speaking to a matter during the meeting shall be limited to such period of time as shall be allotted by the presiding officer when necessary to preserve order and the efficiency of the meeting. The ~~board~~Board may accept written comments in lieu of oral statements. Any person may publicly speak to an item on that meeting's "Consent Agenda" for up to three minutes, so long as the ~~board~~Board votes to remove a consent item from the Consent Agenda for public comment.

Section 8. The order of business at a special meeting shall follow that of a regular meeting to the greatest extent possible.

### **Minutes of Meeting**

Section 9. The clerk of the ~~board~~Board shall prepare and maintain adequate minutes of the proceedings of the ~~board~~Board in accordance with the requirements of the Code of Virginia, 1950, as amended. Each recorded vote shall indicate how each member of the ~~board~~Board voted. Preparation of minutes will not include every aspect of the ~~board~~Board's meetings relating specifically to discussion and debate, but will include all significant events relating to



official action. Minutes shall be included as part of the agenda package for the subsequent meeting of the ~~board~~Board.

Section 10. The Board may correct its minutes after approval of the minutes only upon a clear showing that a clerical or administrative mistake was made.

### **Agenda**

Section 11. The county administrator shall prepare an agenda for each regular or special meeting of the ~~board~~Board on which shall appear the title of each matter on which action is to be taken at that meeting. The agenda for each regular meeting shall (a) be prepared at least five days prior to the meeting, (b) be promptly mailed or delivered to each member of the Board or placed in the repository assigned to such ~~board~~Board member, and (c) be distributed to appropriate officers and employees of the county government and members of the public and media requesting copies.

Section 12. Upon a majority vote of the Board of Supervisors, any item may be added when the agenda is voted on, and the chairman may allow any agenda item to be called out of sequence.

Section 13. Any matter not on the scheduled agenda, may be heard after the agenda has been approved by the ~~board~~Board only upon the unanimous vote of the ~~board~~Board members present. Any such matter must be of an emergency nature, vital to the continued proper and lawful operation of the county.

Section 14. No matter on the scheduled agenda shall be considered after 11 p.m. without the unanimous consent of the ~~board~~Board. Any matter not heard shall be automatically continued to the next scheduled meeting of the ~~board~~Board.

### **Motions**

Section 15. When a motion is under debate, no additional motions may be made except a motion to withdraw, defer, substitute, or to amend. If the maker of a motion and the member seconding the motion agree, a motion may be amended or withdrawn. Such motions shall take precedence in the order listed above. Only one substitute motion shall be in order for a principal motion. All motions to defer shall be to a date certain. Prior to voting on a motion to defer, the ~~board~~Board shall hear public comments on the issue of deferral if the scheduled item requires a public hearing.

### **Reconsideration of Ordinances, Resolutions and Motions**

Section 16. Any vote by a member of the ~~board~~Board is final once cast. Planning Commission decisions are final once made. No ordinance, resolution or motion previously voted

upon by the ~~board~~Board shall be brought forward for reconsideration during the same meeting of the ~~board~~Board.

### **Debate**

Section 17. Each member of the ~~board~~Board may participate in discussion of any issue only after being recognized by the chairman. The chairman shall not recognize a motion to "call the question" until every member desiring to speak has had a chance to speak. At the conclusion of debate, the question shall be called and no further debate shall be in order.

Requests relating to criticisms or concerns regarding the administration of the county, except when related to agenda items, shall not be presented or raised at a meeting of the ~~board~~Board unless first submitted in writing to the county administrator and unless his response fails to resolve the issue.

### **Regular Meetings**

Section 18. Each year at its organizational meeting the ~~board~~Board shall set the regular meeting times and dates for the following year provided, however, that the ~~board~~Board shall meet at least once each month. Whenever the regularly scheduled meeting date shall fall on a legal holiday, the regular meeting of the ~~board~~Board shall be held on the following day in accordance with §15.2-1416 of the Code of Virginia, 1950, as amended. The chairman may cancel any meeting because of inclement weather and should reschedule any canceled meeting at the earliest possible date by sending written notice to each member of the ~~board~~Board.

### **Special Meetings**

Section 19. Special meetings of the ~~board~~Board may be called by two members of the Board or the chairman in accordance with §§ 15.2-1417 and 15.2-1418 of the Code of Virginia, 1950, as amended. Upon making such request, the clerk shall specify the matters to be considered and shall notify in writing all members of the ~~board~~Board and the county attorney immediately. The meeting may be held only if waivers are signed by every member of the ~~board~~Board and the county attorney, or if every member and the county attorney attend the special meeting.

### **Appointments**

Section 20. Appointments to committees of the ~~board~~Board and to authorities, boards and commissions shall be made only by resolution adopted by a majority of the full ~~board~~Board at a meeting subsequent to the meeting when the name has been offered to the ~~board~~Board for consideration. Prior to consideration of the nomination, the nominee shall be notified to determine his willingness to serve and to determine if he meets the minimum qualifications for such appointment.

## **Committees**

Section 21. The Board may create committees and shall appoint members to such committees. Committees may hold hearings and perform such other duties as may be prescribed. A committee may be instructed concerning the form of any report it shall be requested to make, and a time may be fixed for submission of any report.

## **Zoning**

Section 22. With the exception of zoning cases that have been scheduled for a public hearing before both the Chesterfield Planning Commission and the Board of Supervisors in the same month, no zoning case shall be considered by the Board of Supervisors if amendments, changes, withdrawals or proffers have been submitted by the applicant after the case has appeared in the newspaper pursuant to the required publication. All such cases shall be deferred to the next appropriate ~~board~~Board meeting for consideration after proper readvertising.

Section 23. If a majority of the ~~board~~Board is not reelected, no zoning case shall be considered by the Board of Supervisors after November 6, 2007 ~~2003~~ until the organizational meeting in January 2007 ~~2008~~ unless such delay would exceed 12 months for that case.

## **Amendment of Rules**

Section 24. The rules of procedure of the governing body may be amended at any time during the year by a unanimous vote of the full ~~board~~Board.

Section 25. The Board of Supervisors may suspend the application of any section of these rules by a unanimous affirmative vote of all ~~board~~Board members present at any time during the agenda.

Section 26. A Deputy Sheriff shall serve as sergeant at arms.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

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**Meeting Date:** January 10, 2007

**Item Number:** 1.D.

**Subject:**

Setting of Regular Meeting Dates for 2007

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ 

**Board Action Requested:**

**Summary of Information:**

The Board should establish its schedule for regular meeting dates and times for 2007. Staff recommends approval of the attached schedule.

**Preparer:** Lisa H. Elko

**Title:** Clerk to the Board

**Attachments:**



Yes



No

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**000016**

## **BOARD OF SUPERVISORS REGULAR MEETING DATES FOR 2007**

January 10, 2007 at 3:00 p.m.  
January 24, 2007 at 3:00 p.m.

February 14, 2007 at 3:00 p.m.  
February 28, 2007 at 3:00 p.m.

March 12, 2007 at 6:00 p.m.  
March 14, 2007 at 3:00 p.m.  
March 28, 2007 at 3:00 p.m.

April 11, 2007 at 3:00 p.m.  
April 25, 2007 at 3:00 p.m.

May 23, 2007 at 3:00 p.m.

June 27, 2007 at 3:00 p.m.

July 25, 2007 at 3:00 p.m.

August 22, 2007 at 3:00 p.m.

September 26, 2007 at 3:00 p.m.

October 10, 2007 at 3:00 p.m.  
October 24, 2007 at 3:00 p.m.

November 14, 2007 at 3:00 p.m.  
November 28, 2007 at 3:00 p.m.

December 19, 2007 at 3:00 p.m.

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### **Special Meeting Dates for 2007**

Special Budget Work Session – March 12, 2007 at 6:00 p.m. – Public Meeting Room  
Budget Public Hearing – March 28, 2007 at 6:30 p.m. – Public Meeting Room



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

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**Meeting Date:** January 10, 2007

**Item Number:** 3.

**Subject:**

County Administrator's Comments

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ 

**Board Action Requested:**

**Summary of Information:**

Richmond Sports Backers was recently named best sports commission in the country by the National Association of Sports Commissions (NASC). The mission of the organization is to "maximize the community benefits of sports tourism."

Mr. Jon Lugbill will update the Board regarding activities of the Sports Backers in Chesterfield.

**Preparer:** Lisa Elko

**Title:** Clerk to the Board

**Attachments:**

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Yes

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No

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**000018**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**


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**Meeting Date:** January 10, 2007

**Item Number:** 8.

**Subject:** Deferred Streetlight Installation Cost Approval

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ 

**Board Action Requested:**

This item requests Board approval of a deferred streetlight installation in the Clover Hill District.

**Summary of Information:**

Streetlight requests from individual citizens or civic groups are received in the Department of Environmental Engineering. Staff requests cost quotations from Dominion Virginia Power for each request received. When the quotations are received, staff re-examines each request and presents them at the next available regular meeting of the Board of Supervisors for consideration. Staff provides the Board with an evaluation of each request based on the following criteria:

1. Streetlights should be located at intersections;

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**Preparer:** Richard M. McElfish

**Title:** Director, Environmental Engineering

**Attachments:**



Yes



No

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**000019**

**CHESTERFIELD COUNTY  
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**Summary of Information: (Continued)**

2. There should be a minimum average of 600 vehicles per day (VPD) passing the requested location if it is an intersection, or 400 VPD if the requested location is not an intersection;
3. Petitions are required and should include 75% of residents within 200 feet of the requested location and if at an intersection, a majority of those residents immediately adjacent to the intersection.

Cost quotations from Dominion Virginia Power are valid for a period of 60 days. The Board, upon presentation of the cost quotation may approve, defer, or deny the expenditure of funds from available District Improvement Funds for the streetlight installation. If the expenditure is approved, staff authorizes Dominion Virginia Power to install the streetlight. A denial of a project will result in its cancellation and the District Improvement Fund will be charged the design cost shown; staff will notify the requestor of the denial. Projects cannot be deferred for more than 30 days due to quotation expiration. Quotation expiration has the same effect as a denial.

**CLOVER HILL DISTRICT:**

**Deferred from the December 13, 2006, meeting:**

- In the Southport Business Park, on Research Road, in the vicinity of 720, on the existing pole  
Cost to install streetlight: **\$210.39**  
**(Design Cost: \$110.92)**

For information regarding available balances in the District Improvement Fund accounts, please reference the District Improvement Fund Report.

**000020**



**STREETLIGHT REQUEST**  
Clover Hill District

Request Received: August 3, 2006

Estimate Requested: August 4, 2006

Estimate Received: November 22, 2006

Days Estimate Outstanding: 110

NAME OF REQUESTOR: Ms. Angela Hope  
ADDRESS: Southport Association  
PO Box 1053  
Midlothian, VA 231131

**REQUESTED LOCATION:**

**Research Road, vicinity of 720**  
**Cost to install streetlight: \$210.39**

**POLICY CRITERIA:**

Intersection:	Not Qualified, location is not an intersection
Vehicles Per Day:	Qualified
Petition:	Not Required, no residents within 200 feet

**Requestor Comments:**

"The safety of our business owners and employees are a top priority for the Southport Association. We have identified areas within our office park that need more lighting."

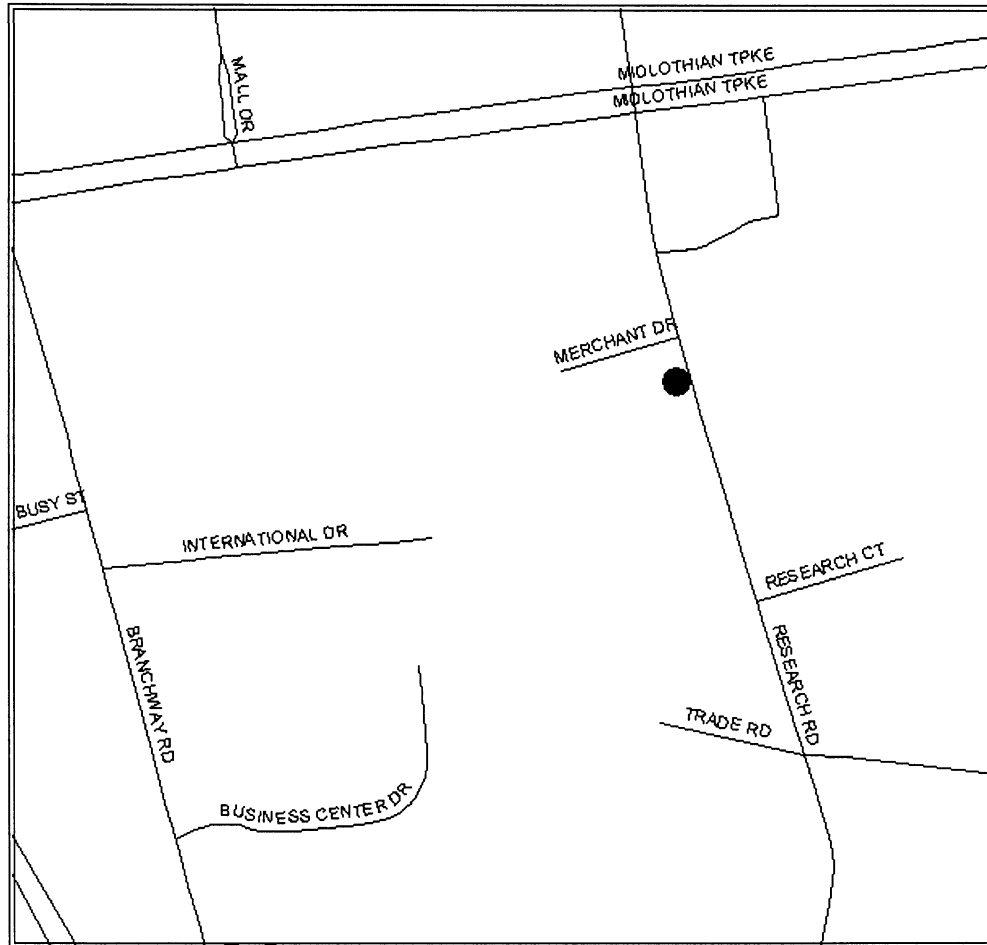
**Staff Comments:**

This cost approval was deferred from the December 13, 2006, Board meeting.

**000021**

# Streetlight Request Map

January 10, 2007



This map is a copyrighted product of the Chesterfield County GIS Office.

## Streetlight Legend

- ◆ existing light
- requested light

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This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



000022



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

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**Meeting Date:** January 10, 2007

**Item Number:** 9.A.

**Subject:** Streetlight Installation Cost Approvals

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

A handwritten signature in cursive script, appearing to be "JBR", is written over the line for the County Administrator.

**Board Action Requested:**

This item requests Board approval of new streetlight installations in the Bermuda, Clover Hill, Matoaca, and Midlothian Districts.

**Summary of Information:**

Streetlight requests from individual citizens or civic groups are received in the Department of Environmental Engineering. Staff requests cost quotations from Dominion Virginia Power for each request received. When the quotations are received, staff re-examines each request and presents them at the next available regular meeting of the Board of Supervisors for consideration. Staff provides the Board with an evaluation of each request based on the following criteria:

1. Streetlights should be located at intersections;

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**Preparer:** Richard M. McElfish

**Title:** Director, Environmental Engineering

**Attachments:**



Yes



No

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**000023**

**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
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**Summary of Information: (Continued)**

2. There should be a minimum average of 600 vehicles per day (VPD) passing the requested location if it is an intersection, or 400 VPD if the requested location is not an intersection;
3. Petitions are required and should include 75% of residents within 200 feet of the requested location and if at an intersection, a majority of those residents immediately adjacent to the intersection.

Cost quotations from Dominion Virginia Power are valid for a period of 60 days. The Board, upon presentation of the cost quotation may approve, defer, or deny the expenditure of funds from available District Improvement Funds for the streetlight installation. If the expenditure is approved, staff authorizes Dominion Virginia Power to install the streetlight. A denial of a project will result in its cancellation and the District Improvement Fund will be charged the design cost shown; staff will notify the requestor of the denial. Projects cannot be deferred for more than 30 days due to quotation expiration. Quotation expiration has the same effect as a denial.

**BERMUDA DISTRICT:**

- In the Fan Court Subdivision, on Cliff Lawn Drive in the vicinity of 11525 on the existing pole  
Cost to install streetlight: **\$449.44**  
**(Design Cost: \$110.92)**  
**Does not meet minimum criteria for intersection or vehicles per day**

**CLOVER HILL DISTRICT:**

- In the Southport Business Park:
  - On Research Road, Pole NB-43  
Cost to install streetlight: **\$103.48**  
**(Design Cost: \$110.92)**  
**Does not meet minimum criterion for intersection**

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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
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**Summary of Information: (Continued)**

**CLOVER HILL DISTRICT (Continued):**

- In the Southport Business Park (continued):
  - At the intersection of Branchway Road and Business Center Drive  
Cost to install streetlight: **\$1,349.53**  
**(Design Cost: \$221.84)**  
**Meets minimum criteria**
  - At the intersection of Research Road and Trade Road  
Cost to install streetlight: **\$616.44**  
**(Design Cost: \$110.92)**  
**Meets minimum criteria**

**MATOACA DISTRICT:**

- At the dead-end of Laurel Road  
Cost to install streetlight: **\$154.24**  
**(Design Cost: \$110.92)**  
**Does not meet minimum criteria for intersection or vehicles per day**
- Chesterfield Plaza, in the vicinity of 20811, on pole QH-96  
Cost to install streetlight: **\$240.03**  
**(Design Cost: \$110.92)**  
**Does not meet minimum criteria for intersection and vehicles per day**
- In the Brandy Oaks subdivision:
  - At the intersection of Marshall Pointe Trail and Walkmill Reach Trail  
Cost to install streetlight: **\$1,865.13**  
**(Southside Electrical Cooperative area, no charge for design)**  
**Meets minimum criteria**
  - At the intersection of Walke Pointe Way and Walkmill Reach Trail  
Cost to install streetlight: **\$350.88**  
**(Southside Electrical Cooperative area, no charge for design)**  
**Meets minimum criteria**

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**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
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**Summary of Information: (Continued)**

**MATOACA DISTRICT (Continued):**

- In the Brandy Oaks subdivision (Continued):
  - o At the intersection of Meredith Pointe Way and Walkmill Reach Trail  
Cost to install streetlight: **\$4,362.63**  
**(Southside Electrical Cooperative area, no charge for design)**  
**Meets minimum criteria**
  - o In the cul-de-sac of Marshall Pointe Trail, vicinity of 13312  
Cost to install streetlight: **\$1,447.63**  
**(Southside Electrical Cooperative area, no charge for design)**  
**Does not meet minimum criteria for intersection or vehicles per day**

**MIDLOTHIAN DISTRICT:**

- Elkhardt Road, in the vicinity of 8200, on the existing pole  
Cost to install streetlight: **\$606.71**  
**(Design Cost: \$110.92)**  
**Does not meet minimum criterion for intersection**

For information regarding available balances in the District Improvement Fund accounts, please reference the District Improvement Fund Report.

000026

STREETLIGHT REQUEST  
Bermuda District

Request Received: July 13, 2006

Estimate Requested: July 13, 2006

Estimate Received: December 12, 2006

Days Estimate Outstanding: 152

NAME OF REQUESTOR: Ms. Sarah B. Mick  
ADDRESS: 11525 Cliff Lawn Drive  
Chester, VA 23831

REQUESTED LOCATION:

**Cliff Lawn Drive, vicinity of 11525**  
**Cost to install streetlight: \$449.44**

POLICY CRITERIA:

Intersection:	Not Qualified, location is not an intersection
Vehicles Per Day:	Not Qualified, less than 400 vehicles per day
Petition:	Qualified

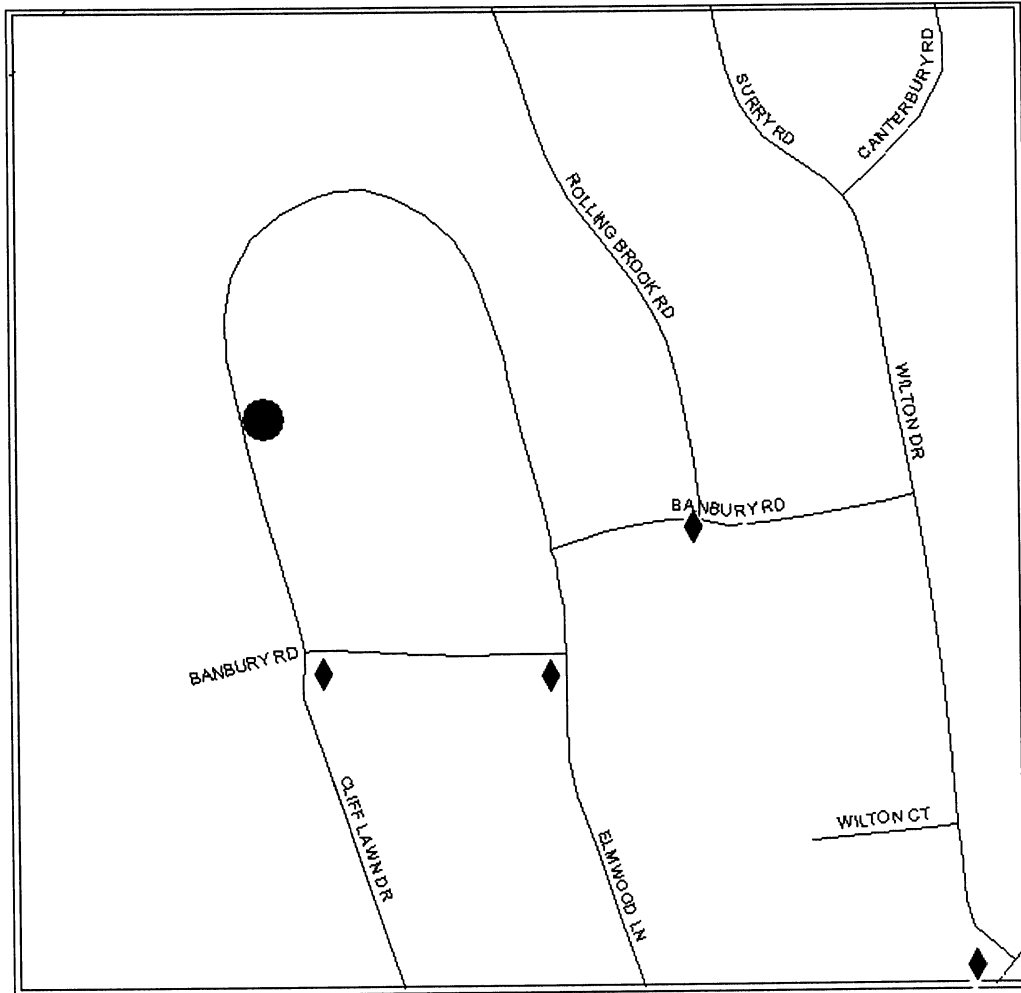
Requestor Comments:

"This is a really dark area and strangers sometimes park around the curve and walk down towards our home. The police have been called in the past to investigate situations that residents question. We feel that street lighting will be of great benefit to all."

000027

# Streetlight Request Map

January 10, 2007



This map is a copyrighted product of the Chesterfield County GIS Office.

## Streetlight Legend

- ◆ existing light
- requested light



This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



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**STREETLIGHT REQUEST**  
**Clover Hill District**

Request Received: August 3, 2006

Estimate Requested: August 4, 2006

Estimate Received: December 12, 2006

Days Estimate Outstanding: 130

NAME OF REQUESTOR: Ms. Angela Hope  
ADDRESS: Southport Association  
PO Box 1053  
Midlothian, VA 231131

**REQUESTED LOCATION:**

**Research Road, existing pole NB-43**  
**Cost to install streetlight: \$103.48**

**POLICY CRITERIA:**

Intersection:	Not Qualified, location is not an intersection
Vehicles Per Day:	Qualified
Petition:	Not Required, no residents within 200 feet

**Requestor Comments:**

"The safety of our business owners and employees are a top priority for the Southport Association. We have identified areas within our office park that need more lighting."

**000029**

STREETLIGHT REQUEST  
Clover Hill District

Request Received: August 3, 2006

Estimate Requested: August 4, 2006

Estimate Received: December 12, 2006

Days Estimate Outstanding: 130

NAME OF REQUESTOR: Ms. Angela Hope  
ADDRESS: Southport Association  
PO Box 1053  
Midlothian, VA 231131

REQUESTED LOCATION:

**Branchway Road and Business Center Drive**  
**Cost to install streetlight: \$1,349.53**

POLICY CRITERIA:

Intersection:	Qualified
Vehicles Per Day:	Qualified
Petition:	Not Required, no residents within 200 feet

Requestor Comments:

"The safety of our business owners and employees are a top priority for the Southport Association. We have identified areas within our office park that need more lighting."

000030

**STREETLIGHT REQUEST**  
Clover Hill District

Request Received: August 3, 2006

Estimate Requested: August 4, 2006

Estimate Received: December 12, 2006

Days Estimate Outstanding: 130

NAME OF REQUESTOR: Ms. Angela Hope  
ADDRESS: Southport Association  
PO Box 1053  
Midlothian, VA 231131

**REQUESTED LOCATION:**

**Research Road and Trade Road**  
**Cost to install streetlight: \$616.44**

**POLICY CRITERIA:**

Intersection:	Qualified
Vehicles Per Day:	Qualified
Petition:	Not Required, no residents within 200 feet

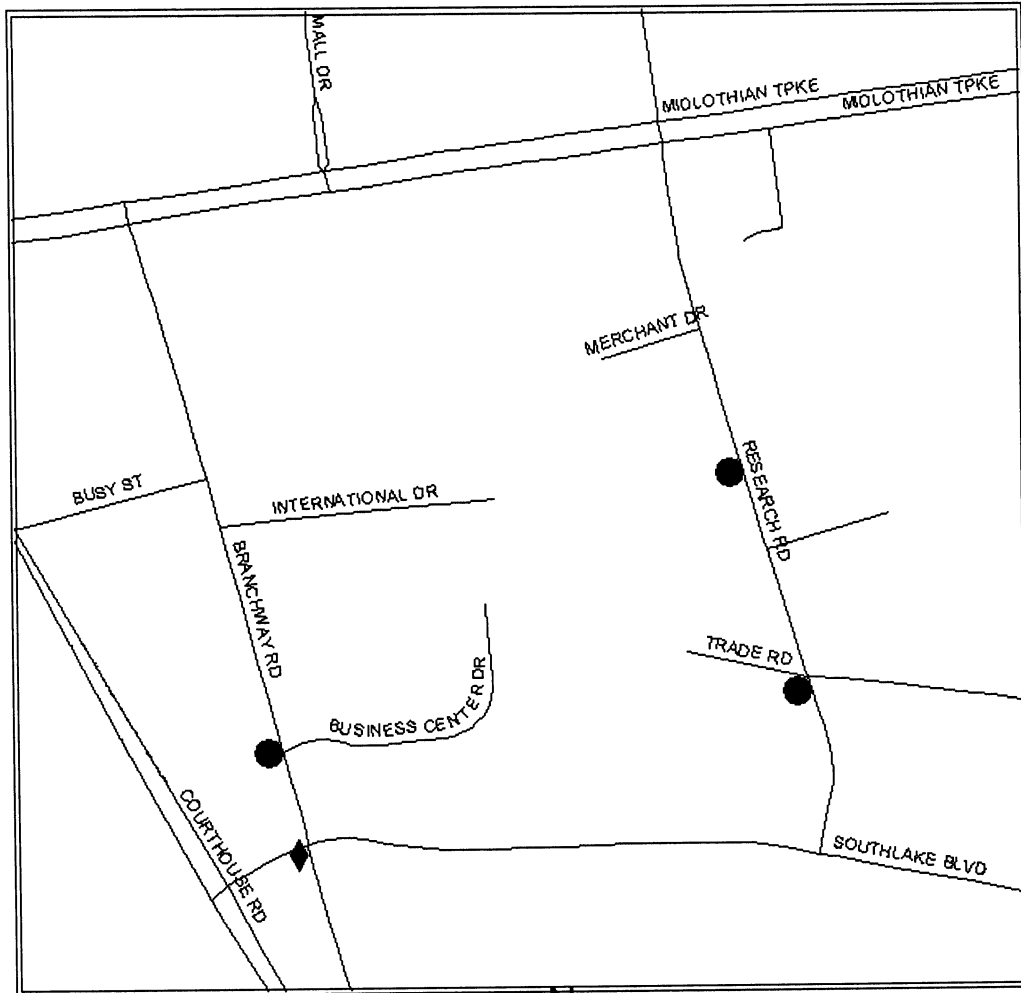
**Requestor Comments:**

"The safety of our business owners and employees are a top priority for the Southport Association. We have identified areas within our office park that need more lighting."

**000031**

# Streetlight Request Map

January 10, 2007



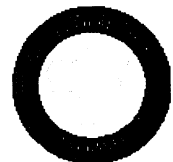
This map is a copyrighted product of the Chesterfield County GIS Office.

## Streetlight Legend

- ◆ existing light
- requested light

This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



000032

**STREETLIGHT REQUEST**  
**Matoaca District**

Request Received: January 31, 2005

Estimate Requested: January 31, 2005

Estimate Received: December 19, 2006

Days Estimate Outstanding: 687

NAME OF REQUESTOR: Lonnie Johnson  
ADDRESS: 20811 Chesterfield Plaza  
Ettrick, VA 23803

**REQUESTED LOCATION:**

**Chesterfield Plaza, vicinity of 20811**  
**Cost to install streetlight: \$240.03**

**POLICY CRITERIA:**

Intersection:	Not Qualified, location is not an intersection
Vehicles Per Day:	Not Qualified, less than 600 vehicles per day
Petition:	Qualified

Requestor Comments: Requestor states: "This is a dark area below the road level of the overpass at the railroad tracks in Ettrick."

**000033**

**STREETLIGHT REQUEST**  
**Matoaca District**

Request Received: January 31, 2005

Estimate Requested: January 31, 2005

Estimate Received: December 18, 2006

Days Estimate Outstanding: 686

NAME OF REQUESTOR: Lonnie Johnson  
ADDRESS: 20811 Chesterfield Plaza  
Ettrick, VA 23803

**REQUESTED LOCATION:**

**Laurel Road at the dead end near the railroad tracks**  
**Cost to install streetlight: \$154.24**

**POLICY CRITERIA:**

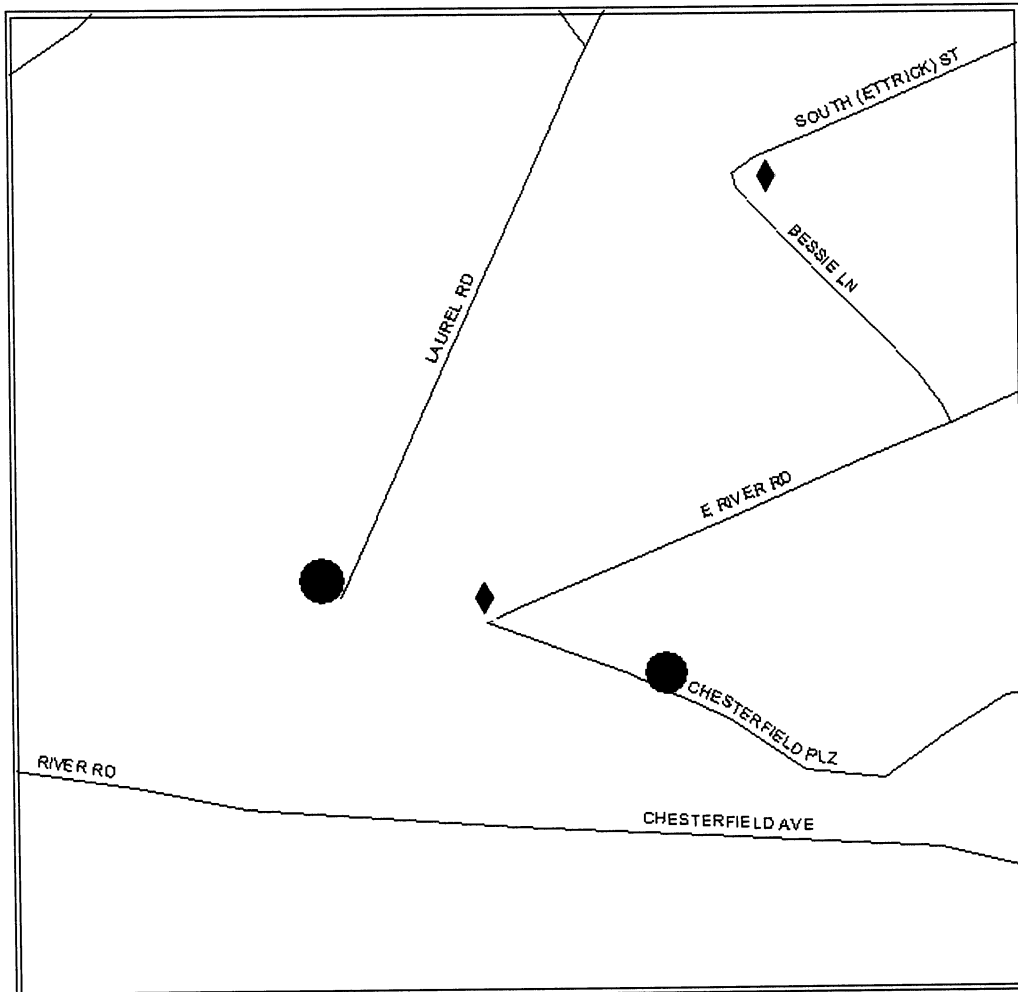
Intersection:	Not Qualified, location is not an intersection
Vehicles Per Day:	Not Qualified, less than 600 vehicles per day
Petition:	Qualified

Requestor Comments: "This is a dark area where people walk down to the end of Laurel Road where it goes behind the shopping center and then cross over the railroad tracks to reach the end of Chesterfield Plaza."

**000034**

# Streetlight Request Map

January 10, 2007



This map is a copyrighted product of the Chesterfield County GIS Office.

## Streetlight Legend

- ◆ existing light
- requested light



This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



000035

**STREETLIGHT REQUEST**  
**Matoaca District**

Request Received: March 2, 2005

Estimate Requested: March 2, 2005

Estimate Received: December 4, 2006

Days Estimate Outstanding: 642

NAME OF REQUESTOR: Mr. Bryant Eberwein

ADDRESS: Brandy Oaks Homeowners Association  
13601 Brandy Oaks Road  
Chesterfield, VA 23832

REQUESTED LOCATION:

**Intersection of Marshall Pointe Trail and Walkmill Reach Trail**

**Cost to install streetlight: \$1,865.13**

POLICY CRITERIA:

Intersection:	Qualified
Vehicles Per Day:	Qualified
Petition:	Qualified

Requestor Comments: "Our neighborhood has experienced increased vandalism and crime within the last 6 to 9 months."

**000036**



**STREETLIGHT REQUEST**  
**Matoaca District**

Request Received: March 2, 2005

Estimate Requested: March 2, 2005

Estimate Received: December 4, 2006

Days Estimate Outstanding: 642

NAME OF REQUESTOR: Mr. Bryant Eberwein

ADDRESS: Brandy Oaks Homeowners Association  
13601 Brandy Oaks Road  
Chesterfield, VA 23832

REQUESTED LOCATION:

**Intersection of Walke Point Trail and Walkmill Reach Trail**  
**Cost to install streetlight: \$350.88**

POLICY CRITERIA:

Intersection:	Qualified
Vehicles Per Day:	Qualified
Petition:	Qualified

Requestor Comments: "Our neighborhood has experienced increased vandalism and crime within the last 6 to 9 months."

**000037**

**STREETLIGHT REQUEST**  
Matoaca District

Request Received: March 2, 2005

Estimate Requested: March 2, 2005

Estimate Received: December 4, 2006

Days Estimate Outstanding: 642

NAME OF REQUESTOR: Mr. Bryant Eberwein

ADDRESS: Brandy Oaks Homeowners Association  
13601 Brandy Oaks Road  
Chesterfield, VA 23832

REQUESTED LOCATION:

**Intersection of Meredith Pointe Way and Walkmill Reach Trail**

**Cost to install streetlight: \$4,362.63**

**POLICY CRITERIA:**

Intersection: Qualified

Vehicles Per Day: Not Qualified, less than 600 vehicles per day

Petition: Qualified

Requestor Comments: "Our neighborhood has experienced increased vandalism and crime within the last 6 to 9 months."

**000038**

**STREETLIGHT REQUEST**  
**Matoaca District**

Request Received: April 11, 2006

Estimate Requested: April 12, 2006

Estimate Received: December 4, 2006

Days Estimate Outstanding: 237

NAME OF REQUESTOR: Mr. and Mrs. Douglas Conner  
ADDRESS: 13312 Marshall Pointe Trail  
Chesterfield, VA 23832

**REQUESTED LOCATION:**

**Marshall Pointe Trail, in the vicinity of 13312**  
**Cost to install streetlight: \$1,447.63**

**POLICY CRITERIA:**

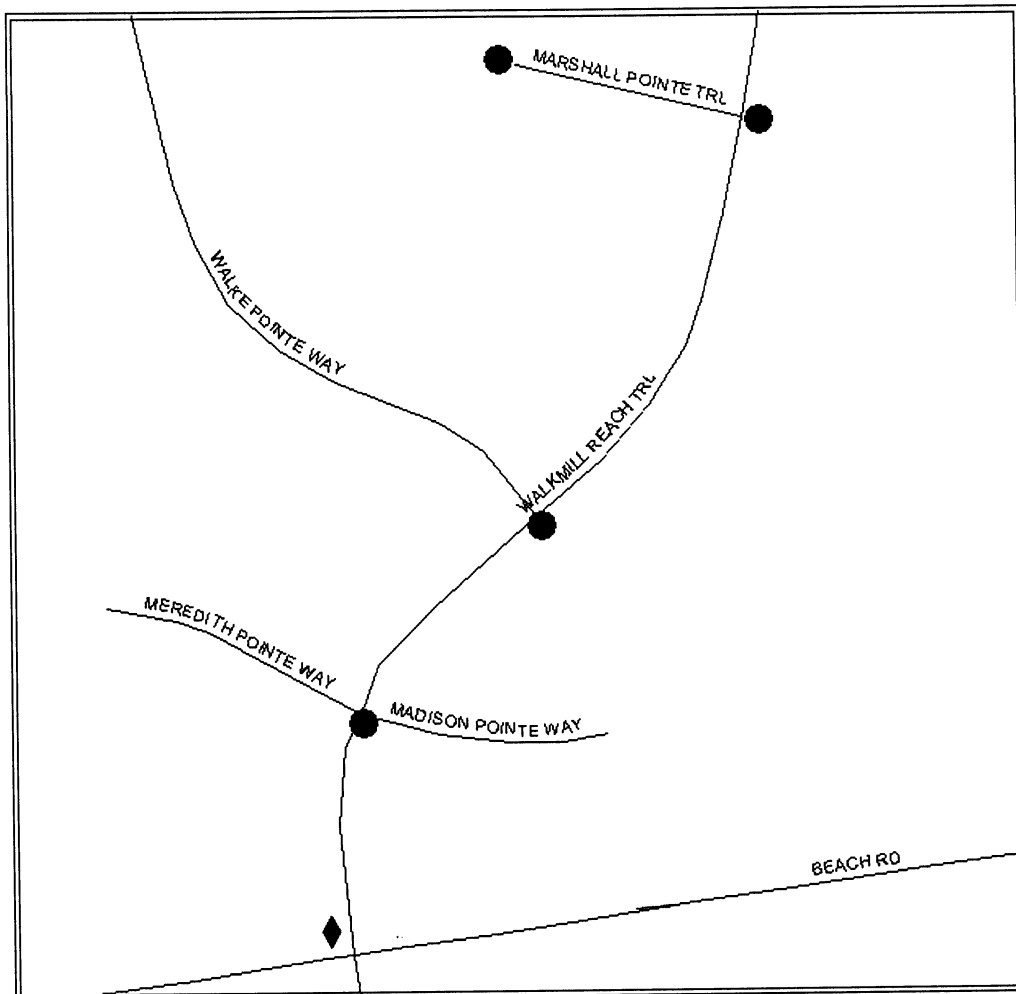
Intersection:	Not Qualified, location is not an intersection
Vehicles Per Day:	Not Qualified, less than 600 vehicles per day
Petition:	Qualified

Requestor Comments: "Our cul-de-sac has experienced increased unidentified cars coming in and sitting at night. A light may help discourage this practice."

**000039**

# Streetlight Request Map

January 10, 2007



This map is a copyrighted product of the Chesterfield County GIS Office.

## Streetlight Legend

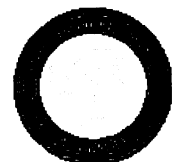
- ◆ existing light
- requested light

N



This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



000040

**STREETLIGHT REQUEST**  
**Midlothian District**

Request Received: June 6, 2006

Estimate Requested: June, 6, 2006

Estimate Received: August 15, 2006

Days Estimate Outstanding: 38

NAME OF REQUESTOR: Ms. Sherrie Ingram  
ADDRESS: 8200 Elkhardt Road  
Richmond, VA 23235

**REQUESTED LOCATION:**

**Elkhardt Road, vicinity of 8200**  
**Cost to install streetlight: \$606.71**

**POLICY CRITERIA:**

Intersection:	Not Qualified, location is not an intersection
Vehicles Per Day:	Qualified
Petition:	Not required, no other residences within 200 feet

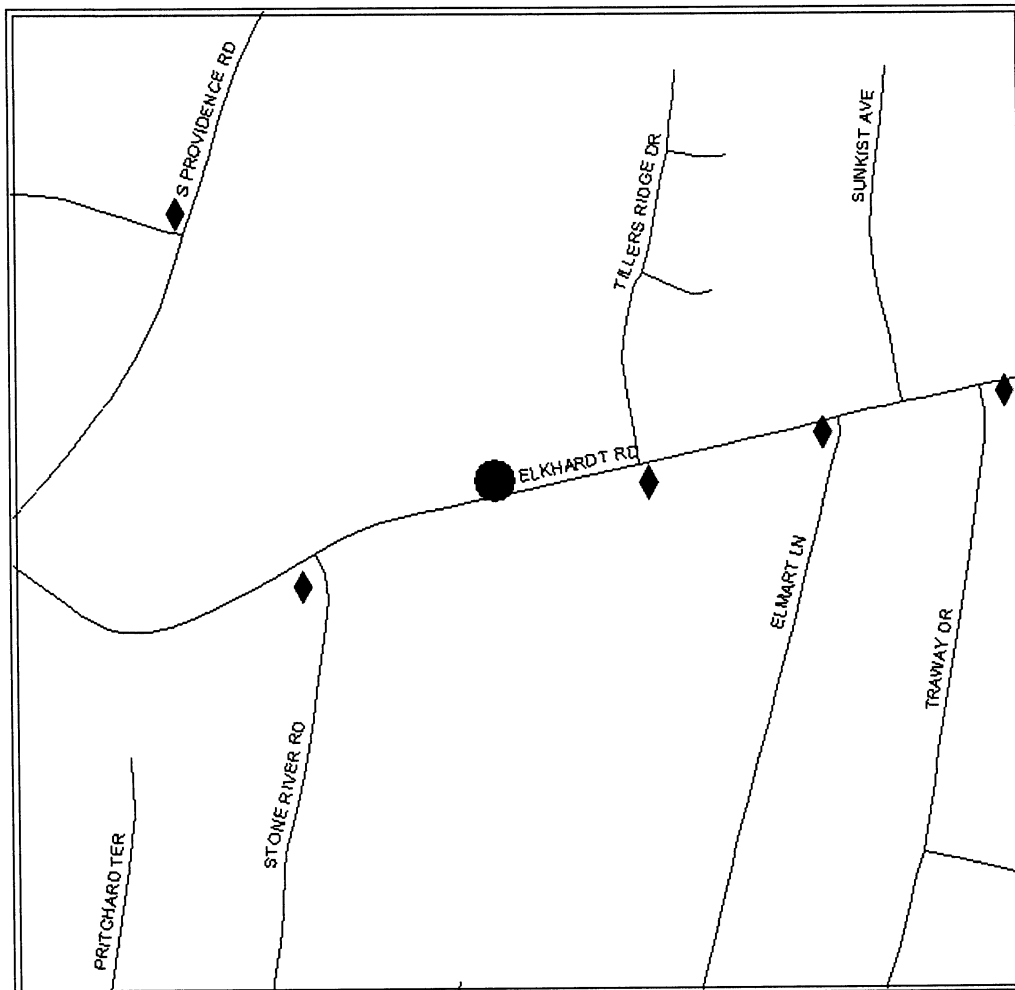
**Requestor Comments:**

"People are pulling their cars into my driveway and sitting at night. In the morning I have to pick up the broken bottles and other trash they leave. There have been incidents of peeping toms coming up the driveway and lurking around my house. The police have been called on these matters and have suggested a light at this location."

**000041**

# Streetlight Request Map

January 10, 2007



This map is a copyrighted product of the Chesterfield County GIS Office.

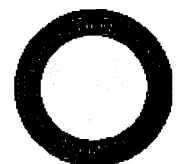
## Streetlight Legend

- ◆ existing light
- requested light



This map shows citizen requested streetlight installations in relation to existing streetlights.

Existing streetlight information was obtained from the Chesterfield County Environmental Engineering Department.



000042



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.1.a.

**Subject:**

Resolution Recognizing Lieutenant Darrell C. Vaughn, Chesterfield Fire and Emergency Medical Services Department, Upon His Retirement

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

A handwritten signature in black ink, appearing to be "JRR", written over a horizontal line.

**Board Action Requested:**

Adoption of the attached resolution.

**Summary of Information:**

Staff requests that the Board of Supervisors recognize Lieutenant Darrell C. Vaughn, Chesterfield Fire and Emergency Medical Services Department for 29 years of dedicated service to the citizens of Chesterfield County.

**Preparer:** R. Michael Hatton \_\_\_\_\_

**Title:** Deputy Fire Chief \_\_\_\_\_

**Attachments:**



Yes



No

#

**000043**

RECOGNIZING LIEUTENANT DARRELL C. "CATFISH" VAUGHN  
UPON HIS RETIREMENT

WHEREAS, Lieutenant Darrell Craig "Catfish" Vaughn retired from the Fire and Emergency Medical Services Department, Chesterfield County, on November 1, 2006; and

WHEREAS, Lieutenant Vaughn attended Recruit School #8 in 1977 and has faithfully served the county for twenty-nine years in various assignments; as a Firefighter at the Bon Air, Manchester, and Dutch Gap Fire and EMS Stations; and

WHEREAS, Lieutenant Vaughn was promoted to Sergeant in 1986 and later reclassified to Lieutenant and served in these capacities at the Dutch Gap, Centralia Road and Matoaca Fire and EMS Stations, and

WHEREAS, Lieutenant Vaughn served as a dedicated member of the Scuba Rescue Team since 1981 and the department's Technical Rescue Team since its inception; and

WHEREAS, Lieutenant Vaughn saved the life of a citizen while off duty at Lake Chesdin, by rescuing a drowning victim on the bottom of the lake and administering rescue breathing; and

WHEREAS, Lieutenant Vaughn was recognized with Emergency Medical Services awards for his actions in saving the lives of citizens involved in motor vehicle accidents in October 1993, November 2002, and October 2004; and

WHEREAS, Lieutenant Vaughn was recognized with Emergency Medical Services awards for his role in saving the life of a child in respiratory arrest in May 2002, and for his role in saving the life of a citizen in cardiac arrest in June 2003; and

WHEREAS, Lieutenant Vaughn was recognized for his actions on April 11, 1998 with an Emergency Medical Services award in the successful rescue of three patients from an overturned canoe in the Appomattox River; and his actions in the August 30, 2004 rescue of three victims trapped by floodwaters during Tropical Storm Gaston.

NOW, THEREFORE BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the contributions of Lieutenant Darrell Craig Vaughn, expresses the appreciation of all residents for his service to the county, and extends appreciation for his dedicated service and congratulations upon his retirement.

000044





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.1.b.

**Subject:**

Resolution Recognizing Mayor J. Chris Kollman III, City of Colonial Heights,  
Upon His Retirement

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

A handwritten signature, likely of the County Administrator, is written over the line.

**Board Action Requested:**

Adoption of the attached resolution.

**Summary of Information:**

Mr. King requests that the Board of Supervisors adopt this resolution recognizing outgoing Mayor J. Chris Kollman III, City of Colonial Heights.

Preparer: Donald J. Kappel

Title: Director, Public Affairs

**Attachments:**



Yes



No

#

**000045**

RECOGNIZING MAYOR J. CHRIS KOLLMAN III FOR HIS OUTSTANDING  
LEADERSHIP IN THE CITY OF COLONIAL HEIGHTS AND THE REGION

WHEREAS, Chesterfield County values its strong and mutually beneficial relationship with the City of Colonial Heights; and

WHEREAS, Mr. J. Chris Kollman III has been a noteworthy leader in the City of Colonial Heights since being elected to City Council in 1976; and

WHEREAS, in addition to his service on the City Council, Mr. Kollman served two terms as mayor and two terms as vice-mayor; and

WHEREAS, Mr. Kollman proudly served his country in the U. S. Army before that; and

WHEREAS, Mr. Kollman's leadership and dedication to public service has left the City of Colonial Heights, and the Tri-Cities, a better place; and

WHEREAS, as Mayor, Mr. Kollman worked diligently on innumerable civic and school improvements, economic development, city beautification projects and other efforts that will leave the mark of his positive leadership on the city for many years to come; and

WHEREAS, among the many notable accomplishments he helped bring to fruition are Southpark Mall, the Colonial Heights Library, the Government Center, renovation of the old City Hall Building for use by Public Safety, and more; and

WHEREAS, Mayor Kollman also served on such varied organizations as the Transportation Safety Commission, the Youth Services Commission, the Chesterfield-Colonial Heights Board of Social Services, the Governor's Northern Virginia Base Realignment and Closure Working Group, the Juvenile and Domestic Violence Task Force and the Virginia Fire Services Board; and

WHEREAS, Mayor Kollman has decided not to seek an eighth term on the Colonial Heights City Council, and will be missed by his many friends and professional acquaintances; and

WHEREAS, it is appropriate to recognize Mayor Kollman for his exceptional public service.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes Mayor J. Chris Kollman for his outstanding leadership in the City of Colonial Heights and the region, for the many contributions he has made to the overall quality of life in the region, and extends to Mayor Kollman and his family best wishes for continued happiness and success.

000046



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1


**Meeting Date:** January 10, 2007

**Item Number:** 9.B.1.c.

**Subject:**

Adoption of Resolution Recognizing Mr. Michael Glenn Sepelyak Upon Attaining Rank of Eagle Scout

**County Administrator's Comments:**

County Administrator: \_\_\_\_\_ 

**Board Action Requested:**

Adoption of attached resolution.

**Summary of Information:**

Staff has received a request for the Board to adopt a resolution recognizing Mr. Michael Glenn Sepelyak, Troop 806, upon attaining the rank of Eagle Scout.

Preparer: \_\_\_\_\_ Lisa Elko Title: \_\_\_\_\_ Clerk to the Board

**Attachments:**



Yes



No

#

000047

RECOGNIZING MR. MICHAEL GLENN SEPELYAK UPON ATTAINING  
THE RANK OF EAGLE SCOUT

WHEREAS, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910, and was chartered by Congress in 1916; and

WHEREAS, the Boy Scouts of America was founded to build character, provide citizenship training and promote physical fitness; and

WHEREAS, after earning at least twenty-one merit badges in a wide variety of skills including leadership, service and outdoor life, serving in a leadership position in a troop, carrying out a service project beneficial to his community, being active in the troop, demonstrating Scout spirit, and living up to the Scout Oath and Law; and

WHEREAS, Mr. Michael Glenn Sepelyak, Troop 806, sponsored by Woodlake United Methodist Church, has accomplished those high standards of commitment and has reached the long-sought goal of Eagle Scout, which is earned by only four percent of those individuals entering the Scouting movement; and

WHEREAS, growing through his experiences in Scouting, learning the lessons of responsible citizenship, and endeavoring to prepare himself for a role as a leader in society, Michael has distinguished himself as a member of a new generation of prepared young citizens of whom we can all be very proud.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes Mr. Michael Glenn Sepelyak, extends congratulations on his attainment of Eagle Scout, and acknowledges the good fortune of the county to have such an outstanding young man as one of its citizens.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1


**Meeting Date:** January 10, 2007

**Item Number:** 9.B.1.d.

**Subject:**

Resolution Recognizing Ms. Sheila Diane Howard, Department of Social Services, Upon Her Retirement

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ 

**Board Action Requested:**

Staff requests the Board adopt the attached resolution.

**Summary of Information:**

Staff requests the Board adopt the attached resolution recognizing Sheila Diane Howard for 20 years of service to Chesterfield/Colonial Heights Department of Social Services.

**Preparer:** \_\_\_\_\_ Sarah C. Snead

**Title:** Director-Social Services

**Attachments:**



Yes



No

# **000049**

RECOGNIZING MS. SHEILA DIANE HOWARD UPON HER RETIREMENT

WHEREAS, Ms. Sheila Diane Howard began her career in public social services 21 years ago and has served the county in the field of Child Welfare, Family and Adult Services since January 5, 1987; and

WHEREAS, in her role as social worker, Ms. Howard has worked diligently with individuals, families, and the community to provide advocacy and excellent services that protect the well-being of families, adults, and people with disabilities; and

WHEREAS, Ms. Howard has dedicated her professional career to enhancing the quality of life for individuals, families and adults while offering supportive services, helping citizens to resolve their emergency needs, and treating each and every individual with respect and dignity; and

WHEREAS, throughout her career, Ms. Howard has served on several committees, task forces and department goal groups, and actively participated in the Better Beginnings Coalition, the Safe Place Lifeline Committee, and the Pregnancy Prevention Coalition; and

WHEREAS, Ms. Howard was the first Placement Diversion Specialist to work in the Child Protective Services ongoing unit; and

WHEREAS, Ms. Howard was instrumental in the development and formation of the Service Intake Unit and was an exemplary team member; and

WHEREAS, Ms. Howard has been a diligent social worker who was committed to the vision, mission and values of the department; and

WHEREAS, Ms. Howard has been a role model of teamwork and professionalism for her colleagues in and outside of Chesterfield County.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors recognizes the outstanding contributions of Ms. Sheila Diane Howard, expresses the appreciation of all residents for her service to the county, and offers congratulations upon her retirement.

000050



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.2.a.

**Subject:**

Set a Public Hearing for February 14, 2007, to Consider Lease of Hangar Space to the Drug Enforcement Administration, ("DEA")

**County Administrator's Comments:**

*Recommend Feb. 14*

**County Administrator:** \_\_\_\_\_

*ABA*

**Board Action Requested:**

The Board is requested to set a public hearing for February 14, 2007, to consider lease of hangar space to the Drug Enforcement Administration ("DEA").

**Summary of Information:**

The Drug Enforcement Administration, ("DEA") has requested to enter into a lease agreement with the county for hangar space at the airport. DEA will pay the county \$7,200 per year in \$600 monthly payments for the leased space located in the Bravo Hangar. The initial term will be ten (10) years with a right to terminate the lease with a 30-day written notice by either party.

Staff recommends setting a public hearing for February 14, 2007.

Preparer: Francis M. Pitaro

Title: Director, General Services

**Attachments:**



Yes



No

#

**000051**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Page 2 of 2**

**Meeting Date: January 10, 2007**

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**Budget and Management Comments:**

This item requests that the Board set a public hearing date of February 14, 2007 to consider authorizing an agreement with the Drug Enforcement Administration (DEA) and the County Airport for leased space in the Bravo hangar. Monthly payments of \$600 to total \$7,200 annually will be collected and the term will be for ten (10) years.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

**000052**



U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-03B-06369

THIS LEASE, made and entered into this date by and between

**County of Chesterfield**

whose address is

**Chesterfield County Airport  
7511 Airfield Drive  
Richmond, Virginia 23237**

and whose interest in the property hereinafter described is that of owner,

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

**A total of 1,700 ANSI/BOMA Office Area square feet of Aircraft Hangar and related space located within the Bravo Hangars, Chesterfield County Airport, 7511 Airfield Drive, Richmond, Virginia 23237.**

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **March 1, 2007 through February 28, 2017**, subject to termination and renewal rights as may be hereinafter setforth.

3. The Government shall pay the Lessor annual rent of **\$7,200.00** at the rate of **\$600.00** per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**County of Chesterfield**

**Chesterfield County Airport**

**7511 Airfield Drive**

**Richmond, Virginia 23237**

4. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- **Fully Functional Hangar Space to house a BO105LS Helicopter.**
- **One (1) Parking Space.**
- **Storage Space for minimal supplies.**
- **All required utilities, services, operations, repairs, maintenance, janitorial, trash removal, and other considerations required to fully operate the above described requirements.**

5. The Government may terminate this lease at any time by giving at least **30** Calendar days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

6. Rental Rate Escalations:

Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The Cost of Living Index will be measured by the U.S. Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. City average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the lease commencement date. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this clause.

7. For purposes of determining the base rate for future adjustments to the annual rental, the Government agrees that \$7,200.00 is acceptable. The basis for annual escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.

8. The Government agrees to abide by the rules and regulations posted by the Chesterfield County Airport in the publication dated August 24, 1993.

9. The following pages are attached and made a part hereof:

- A) **Standard Form 2 (FEBRUARY 1965 EDITION) – 2 pages**
- B) **GSA Form 3517A (REV 11/05) – 2 pages**
- C) **GSA Form 3518A (REV 7/04) – 3 pages**

10. This Lease contains a total of **seven (7)** pages.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: **County of Chesterfield**

BY \_\_\_\_\_ (Signature) \_\_\_\_\_ (Signature)

IN PRESENCE OF:

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA **General Services Administration, Chesapeake Service Center**

BY \_\_\_\_\_ Contracting Officer  
(Signature) (Official title)

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**GENERAL CLAUSES**  
**(Simplified Leases)**  
**(Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Net Annual Rent)**

---

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. If the building is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenable as determined by the Government, the Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.

5. **52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION) (DEC 2003)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517C at <http://www.gsa.gov/leasingform>.

6. The following clauses are incorporated by reference:

- |                 |  |
|-----------------|--|
| GSAR 552-203-5  | COVENANT AGAINST CONTINGENT FEES (FEB 1990)<br>(Applicable to leases over \$100,000.)  |
| GSAR 552-203-70 | PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)<br>(Applicable to leases over \$100,000.)   |
| FAR 52.204-7    | CENTRAL CONTRACTOR REGISTRATION (OCT 2003) (VARIATION)   |
| FAR 52.209-6    | PROTECTING THE GOVERNMENT'S INTEREST WHEN<br>SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,<br>OR PROPOSED FOR DEBARMENT (JAN 2005)<br>(Applicable to leases over \$25,000.)                             |
| FAR 52.219-9    | SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)<br>(Applicable to leases over \$500,000.)  |
| FAR 52.219-16   | LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)<br>(Applicable to leases over \$500,000.)  |
| GSAR 552.219-72 | PREPARATION, SUBMISSION, AND NEGOTIATION OF<br>SUBCONTRACTING PLANS (JUN 2005)<br>(Applicable to leases over \$500,000 if solicitation requires submission of the<br>subcontracting plan with initial offers.) |
| GSAR 552.219-73 | GOALS FOR SUBCONTRACTING PLAN (JUN 2005)<br>(Applicable to leases over \$500,000 if solicitation does not require<br>submission of the subcontracting plan with initial offers.)                               |

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002) (Applicable to leases over \$10,000.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (Applicable to leases over \$10,000.)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) (Applicable to leases over \$10,000.)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) (Applicable to leases over \$25,000.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (SEP 1999) (Applicable to leases over \$2,500.)
GSAR 552.232-75	PROMPT PAYMENT (SEP 1999)
GSAR 552.232-76	ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
FAR 52.233-1	DISPUTES (JUL 2002)
FAR 52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT

PAGE 4 of 7

<b>REPRESENTATIONS AND CERTIFICATIONS (Short Form)</b> (Simplified Acquisition of Leasehold Interests in Real Property for Leases Up to \$100,000 Annual Rent)	Solicitation Number <p style="text-align: center;"><b>6VA0214</b></p>	Dated <p style="text-align: center;"><b>09/18/2006</b></p>
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

### 1. SMALL BUSINESS REPRESENTATION (DEC 2003)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$17.5 million or less for the preceding three fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small business concern.
- (2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

### 2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

### 3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

INITIALS \_\_\_\_\_  
 LESSOR \_\_\_\_\_ GOV'T \_\_\_\_\_

(a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

#### 4. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(Applicable to leases over \$100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,—

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### 5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☒ TIN: 54-6001208

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☒ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) *Common Parent.*

INITIALS

- ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### 6. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business name.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company physical street address, city, state and zip code.
  - (iv) Company mailing address, city, state and zip code (if separate from physical).
  - (v) Company telephone number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).

#### 7. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

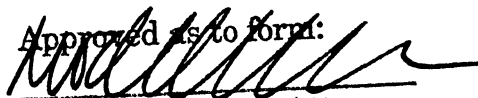
DUNS # \_\_\_\_\_ 143332919 \_\_\_\_\_

#### 8. CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration is active. Yes ☒ No ☐ Will register ☐

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Charles E. Dane Chesterfield County Airport 7511 Airfield Drive Richmond, VA 23860	804-743-0771
	_____ Signature	_____ Date

Approved as to form:  
  
Assistant County Attorney

000059

INITIALS

LESSOR

GOVERN



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.2.b.

**Subject:**

Set Date for Public Hearing to Consider Proposed Amendments to Section 19-638 of the Code of the County of Chesterfield, 1997, as Amended, Pertaining to Banners

**County Administrator's Comments:** *Recommend February 14*

**County Administrator:** *ABR*

**Board Action Requested:**

Board of Supervisors set February 14, 2007 for a public hearing to consider amendments to the Code of the County of Chesterfield.

**Summary of Information:**

The Planning Commission held a public hearing on the proposed zoning ordinance amendments on December 14, 2006. One citizen spoke regarding the proposed amendment during the public hearing, expressing concerns about sign code enforcement. The Planning Commission unanimously recommended approval of the proposed ordinance amendments. The proposed amendment would increase the number and allowable display time of banners for non-profit organizations.

**Proposed Ordinance:** The proposed ordinance amendment includes the following changes:

- 1) The structure of the ordinance would be reorganized so that it is divided topically.
- 2) Non-profit organizations would be allowed to display banners for 120 days per year. This would remove the existing requirement that 60 days of display time is allocated to the "host" organization and 60 days of display time is allocated to a "guest" organization.

Preparer: Kirkland A. Turner

Title: Director of Planning

**Attachments:**



Yes



No

# **000060**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Page 2 of 2**

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- 3) Non-profit organizations would be allowed to display two banners simultaneously. The existing ordinance allows display of only one banner at time per organization.
  - 4) A banner application form would be required. The existing ordinance already requires applicant notification and planning department approval of proposed banners, but does not specify that an application form is required.
  - 5) Businesses and organizations located outside of a non-residential community (shopping center) could display two banners when the property is located on more than one arterial road -- one banner per arterial road frontage.
  - 6) Banners could advertise the same event(s). The existing ordinance requires banners to advertise separate events.

**000061**

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY  
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING  
AND RE-ENACTING SECTION 19-638 OF THE ZONING ORDINANCE  
RELATING TO BANNERS

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Section 19-638 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:

**Sec. 19-638. Banners.**

~~Banners do not require sign permits and are allowed so long as:~~

- ~~(a) — The applicant notifies the director of planning in writing at least five business days prior to the installation of a banner of the size, area, proposed location and manner of fastening of the banner and has received approval, with a designated identification number, for the banner. The banner shall have the identification number and the approved date of removal printed on the banner in one and a half inch numbers in the lower right corner. Any banner installed without prior notification to and approval of the director of planning shall be removed immediately upon notification by the planning department and no other banner shall be displayed for 90 days. Banners shall not be attached to trees or shrubs.~~
- ~~(b) — A single banner not to exceed 50 square feet in area may be used to advertise a new business which has not installed its permanent signs, provided the banner is used for one time period not to exceed 30 consecutive days.~~
- ~~(c) — A single banner not to exceed 50 square feet in area may be used to advertise special events, provided the banner is not used for more than 30 consecutive days. Such banners shall not be displayed more than 60 days total during a calendar year on the same property and each banner must advertise a different event. For tenants in a nonresidential community that have separate exterior customer entrances, each tenant is a separate entity for the purpose of this provision. Tenants in nonresidential communities may erect a freestanding banner in lieu of a building mounted banner so long as no more than two banners are erected for the entire community at the same time for each arterial street front. One additional freestanding banner may be erected for the sole purpose of advertising the onsite activities of nonprofit organizations. Businesses and organizations located outside of a nonresidential community may erect a freestanding banner in lieu of a building mounted banner. Such businesses and organizations may receive an additional 60 days a year of banner display for the sole purpose of advertising the onsite activities of nonprofit organizations. A nonprofit activity using a vacant site may erect one banner up to ten days prior to the advertised event which shall be removed immediately upon completion of the event.~~
- ~~(d) — Banners solely advertising a business name and/or logo are prohibited.~~

- (e) ~~The permissible area of a banner may be increased for building mounted banners in accordance with the following:~~
- (1) ~~One square foot for each two feet of store frontage in excess of 100 feet, provided that no banner shall exceed 150 square feet in area.~~
  - (2) ~~One square foot for each 50 feet the store is set back from the nearest public road, provided that no banner shall exceed 150 square feet in area.~~
  - (3) ~~Banners may be up to 250 square feet in area within village areas when used to advertise community events and displayed across public roads.~~

Banners are permitted, subject to the following provisions:

- (a) *Banner purpose.* Banners may advertise special promotions, community events or new businesses, and shall not solely advertise a business name and/or logo.
- (b) *Approval required.* The applicant shall notify the director of planning in writing at least five business days prior to the installation of any banner. Such notification shall be on an application form prescribed by the director of planning, and shall indicate the size, area, proposed location and manner of fastening of the banner. Once the banner has been approved, a designated identification number shall be assigned to the banner. The applicant shall print this number and the required date of removal in one and half inch numbers on the lower right corner on the banner. Any banner installed without prior approval of the director of planning shall be removed immediately upon notification by the planning department, and no other banner shall be displayed on the property by the same business or organization for 90 days.
- (c) *Number of banners permitted.* A maximum of one banner may be displayed at a time, subject to the following exceptions:
  1. One additional banner may be displayed for the sole purpose of advertising the onsite activities of a nonprofit organization.
  2. A maximum of two banners may be displayed for tenants of a non-residential community or shopping center, along each arterial road frontage. Each tenant that has a separate exterior customer entrance is a separate entity for the purpose of this provision, and may individually display a maximum of one banner at a time.
  3. Businesses and organizations located outside of a non-residential community or shopping center, on properties fronting on more than one arterial road, may simultaneously display a maximum of two banners, with a maximum of one banner per arterial road frontage.
- (d) *Size of banners permitted.* The maximum permitted banner size is 50 square feet. The permissible area may be increased in accordance with the following:

- (1) Building mounted banners may be increased one square foot for each two feet of store frontage in excess of 100 feet, provided that no banner shall exceed 150 square feet.
  - (2) Building mounted banner banners may be increased one square foot for each foot in excess of 50 feet the store is set back from the nearest public road, provided that no banner shall exceed 150 square feet.
  - (3) Banners may be up to 250 square feet in area within village areas when used to advertise community events and displayed across public roads.
- (e) Display time permitted. Each permitted banner may be displayed a maximum of 30 consecutive days, subject to the following additional provisions:
1. Banners advertising special promotions may be displayed an individual maximum of 30 consecutive days per banner, and a cumulative maximum of 60 days during a calendar year on the same property.
  2. Banners advertising community events of nonprofit organizations may be displayed an individual maximum of 30 consecutive days per banner, and a cumulative maximum of 120 days during a calendar year on the same property.
  3. Banners advertising community events of nonprofit organizations held on vacant property may be displayed a maximum of ten days prior to the advertised event. Such banners shall be removed immediately upon completion of the event.
- (f) Locational requirements.
1. Banners shall be located on the same property as the sponsoring business or organization. However, banners within village areas used to advertise community events may be displayed across public roads.
  2. Banners may be building mounted or freestanding.
  3. Banners shall not be attached to trees or shrubs.

(2) *That this ordinance shall become effective immediately upon adoption.*



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.2.c.

**Subject:**

Set Date for Public Hearing to Consider Proposed Amendments to Section 19-514 of the Code of the County of Chesterfield, 1997, as Amended, Pertaining to Design Standards for Offstreet Parking

**County Administrator's Comments:**

*Recommend February 14*

**County Administrator:** \_\_\_\_\_

*JGR*

**Board Action Requested:**

Board of Supervisors set February 14, 2007 for a public hearing to consider amendments to the Code of the County of Chesterfield.

**Summary of Information:**

The Planning Commission held a public hearing on the proposed zoning ordinance amendments on December 14, 2006. No citizens spoke regarding the proposed amendment during the public hearing. The Planning Commission unanimously recommended approval of the proposed ordinance amendments. The proposed amendment would allow overflow parking areas to be unpaved, subject to certain design standards.

At the request of Chairman King, the Board of Supervisors on September 27, 2006 directed staff to prepare a zoning ordinance amendment providing for use of alternative parking surfaces for spaces in excess of ordinance requirements. The current ordinance requires most parking areas to be paved. Exceptions to this requirement include: single-family and farm uses; areas where track-mounted equipment is stored or displayed; property in I-2 and I-3 districts, and vehicle storage areas for tow lots.

Preparer: Kirkland A. Turner

Title: Director of Planning

**Attachments:**



Yes



No

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**000065**

**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

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Currently, if a property owner wishes to provide excess parking above the minimum ordinance requirements, this additional parking must be paved. For example, if business is subject to a minimum parking requirement of 100 paved parking spaces, and wishes to provide an additional 50 spaces, these extra spaces must also be paved.

The proposed ordinance would allow overflow parking to be unpaved subject to certain performance standards:

1. The spaces would need to be comprised of a landscaped porous pavement system. This type of treatment includes grass and some type of pervious structural support such as cellular paving. There are a variety of products and systems available to satisfy this requirement. This type of surface provides the aesthetic benefit of landscaping, minimizes runoff, and provides a surface area that can physically support the weight of parked vehicles.
2. Site plan review would be required. If the proposed parking area is 10,000 square feet or less, this can be accomplished through the minor site plan review process.
3. Parking areas would need to be permanently delineated, so that users would know where parking is appropriate, and to protect non-parking landscaped areas.
4. Parking areas would need to be accessed through permanently paved internal driveways or parking areas. This requirement would prohibit direct access to overflow parking areas from the street, so that such parking is integrated into permanent parking areas.
5. Parking areas would be subject to the same setback and buffer requirements applied to paved parking.
6. Parking areas would be restricted to passenger vehicles. This provision is intended to preserve these parking areas for non-commercial vehicle usage.

**000066**

AN ORDINANCE TO AMEND THE CODE OF THE COUNTY  
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING  
AND RE-ENACTING SECTION 19-514 OF THE ZONING ORDINANCE  
RELATING TO DESIGN STANDARDS FOR OFF-STREET PARKING

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Section 19-514 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:

**Sec. 19-514. Design standards for off-street parking.**

(a) *Size.* Each paved, off-street parking space shall be of such shape, location and design as to be effectively usable. Except for handicapped spaces, spaces shall have a minimum width of nine feet and a minimum depth of 18 feet. Gravel or unpaved overflow parking spaces, where permitted, shall be at least 200 square feet in area with a minimum width of ten feet.

O O O

(d) *Surface treatment:*

- (1) With the exception of: (i) single-family residential and farm uses; (ii) areas where track-mounted equipment is stored or displayed; (iii) property in I-2 and I-3 Districts; ~~or~~ (iv) areas for the storage of customer vehicles in motor vehicle storage/towing lots; or (v) unpaved overflow parking areas, driveways and parking areas shall be paved with concrete, bituminous concrete or other similar material. Except in I-2 and I-3 Districts, surface-treated parking areas and drives shall be prohibited. Areas where track mounted equipment is stored or displayed and areas for the storage of customer vehicles in motor vehicle storage/towing lots shall have a minimum surface of six inches of No. 21 or No. 21A stone.

Except as detailed in the Environmental Engineering Department's Reference Manual, concrete curb and gutter shall be installed around the perimeter of all paved driveways and parking areas. Other curbing material of similar quality, such as brick or cobblestone, may be permitted through site or schematic plan review. Drainage shall be designed so as not to interfere with pedestrian traffic.

- (2) In I-2 and I-3 Districts, employee or visitor parking areas shall be surfaced with a minimum of a triple shot of tar and gravel. Other parking areas shall have a minimum surface of six inches of No. 21 or No. 21A stone.
- (3) In all districts, for parking areas of four spaces or less, the area shall have a minimum surface of six inches of No. 21 or No. 21A stone.
- (4) Except as detailed in the Environmental Engineering Department's Reference Manual, the perimeter of driveways and parking areas that do

not utilize concrete curb and gutter shall be delineated by permanent means such as bumper blocks, railroad ties, timbers (having a minimum end dimension of six inches by eight inches) or similar such treatment. Delineation materials shall be secured with a minimum of two re-bars to the ground, pavement or other feature which is permanently attached to the ground.

- (5) Unpaved overflow parking areas shall be permitted for parking spaces provided in excess of the minimum requirements of Section 19-513, subject to the following requirements:
- a) Parking surfaces shall be comprised of landscaped porous pavement systems, such as grassed cellular paving, grass over a structural liner, or other equivalent material.
  - b) Site plan review approval shall be required, pursuant to Sections 19-262 through 19-272.
  - c) Parking areas shall be permanently delineated, and accessed through internal permanently paved driveways or parking areas.
  - d) Parking areas shall be subject to setbacks and buffer requirements applicable to permanently paved parking areas.
  - e) Parking shall be restricted to passenger vehicles. Commercial vehicle parking shall not be permitted.

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- (2) *That this ordinance shall become effective immediately upon adoption.*





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.2.d.

**Subject:**

Set a Public Hearing for January 24, 2007 to Consider Comcast's Proposed Rate Increases

**County Administrator's Comments:**

*There is no approval or disapproval action that the Board can take*

**County Administrator:** \_\_\_\_\_

*ABR*

**Board Action Requested:**

Set a public hearing for January 24, 2007 to consider Comcast's proposed rate increase.

**Summary of Information:**

Comcast has announced its rate increases to be effective January 1, 2007. The rate for the Limited Basic service to which only a small number of customers subscribe will increase from \$9.50 to \$10.75, and the more popular Full Standard service will increase from \$49.71 to \$52.45.

Under federal law, the County may not prevent either rate increase from going into effect. The Full Standard service rate is unregulated, and the County has only limited oversight for rate increases to the Limited Basic tier. Our "regulation" of the Limited Basic service is limited to a determination as to whether the arithmetic calculations made on the rate forms are correct. The County has the authority to audit Comcast's filing related to the increase of the Limited Basic Service and order a rate reduction if the records do not support the proposed increase. Such an audit would involve hiring an outside consultant, and staff have determined in the past that such an audit would not likely be cost effective.

**Preparer:** Steven L. Micas

**Title:** County Attorney  
0600:74029.1

**Attachments:**



Yes



No

#

**000069**

**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Page 2 of 2**

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Under County ordinance the County is permitted to hold a public hearing in order to have Comcast justify the reasonableness of both rates. The Board has requested that such a hearing be set. Comcast will be notified of the hearing and be requested to present an explanation of the latest rate increases.

**000070**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.2.e.

**Subject:**

Set a Public Hearing to Consider Adoption of an Ordinance Establishing a Special Assessment for the Watkins Centre Community Development Authority and Approval of a Memorandum of Understanding with the Watkins Centre Community Development Authority Regarding the Financing of Certain Infrastructure

**County Administrator's Comments:**

*Recommend Jan 24*

**County Administrator:** \_\_\_\_\_

*ABR*

**Board Action Requested:**

Set a public hearing date for January 24, 2007 to 1) consider adoption of an ordinance establishing a special assessment for the Watkins Centre Community Development Authority (CDA); and 2) approval of a Memorandum of Understanding between the Board of Supervisors, the Watkins Centre CDA and Owners of Property within the CDA District

**Summary of Information:**

On August 23, 2006 the Board of Supervisors created the Watkins Centre Community Development Authority (CDA). The CDA has requested that the Board of Supervisors, through adoption of the attached ordinance (Attachment A), establish a special assessment on property within the CDA District for the purpose of financing certain transportation improvements benefiting property within the CDA District.

The special assessments will be established and apportioned in accordance with the Rate and Method of Apportionment of Special Assessments (Attachment B), which is scheduled to be approved by the Watkins Centre CDA, January 18<sup>th</sup>. The special assessments shall be liens on the taxable real property in the CDA District. In addition, the total special assessment and annual installment of special assessment for the property in the CDA district are included (Attachments C-1, C-2).

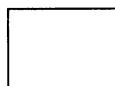
**Preparer:** Rebecca T. Dickson

**Title:** Deputy County Administrator

**Attachments:**



**Yes**



**No**

**#**

**000071**

**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Page 2 of 2**

**Meeting Date: January 10, 2007**

**Summary of Information (continued)**

The proposed ordinance also authorizes a Memorandum of Understanding (Attachment D) between the Board of Supervisors, the Watkins Centre CDA and land owners within the CDA District that approves the issuance of the Authority's bonds to finance certain infrastructure within the CDA District.

The Board is requested to adopt the proposed ordinance after the public hearing is held. Upon adoption of the ordinance, the Watkins Centre CDA will move forward to issue its bonds to finance the infrastructure improvements.

The establishment of a special assessment on property within the CDA District and the actions contemplated by the Memorandum of Understanding will benefit the citizens of the County by promoting increased employment opportunities, a strengthened economic base and increased tax revenues and additional business opportunities.

**000072**

ORDINANCE ESTABLISHING A SPECIAL ASSESSMENT FOR THE  
WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY  
AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING  
WITH THE COMMUNITY DEVELOPMENT AUTHORITY

WHEREAS, the Board of Supervisors of the County of Chesterfield, Virginia (the "Board") created the Watkins Centre Community Development Authority (the "CDA") by Ordinance enacted August 23, 2006 (the "Ordinance"); and,

WHEREAS, the CDA has requested that the Board establish a special assessment on property within the CDA District; and,

WHEREAS, the Board proposes to set forth certain agreements with the CDA and the owners of the land within the CDA (the "Landowners") pursuant to a Memorandum of Understanding among the Board, the Landowners, Zaremba Metropolitan Midlothian, LLC, as developer and the CDA (the "Memorandum of Understanding"); and,

WHEREAS, the CDA proposes to issue its bonds (the "Bonds") to finance certain infrastructure improvements benefiting the CDA District; and

WHEREAS, the establishment of a special assessment on property within the CDA District and the actions contemplated by the Memorandum of Understanding will benefit the citizens of the County by promoting increased employment opportunities, a strengthened economic base and increased tax revenues and additional business opportunities.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CHESTERFIELD, VIRGINIA:

1. Approval of Memorandum of Understanding. The Memorandum of Understanding is approved in substantially the form presented to the Board at this meeting, with such changes and corrections (including, without limitation, changes in the date thereof) that do not materially adversely affect the County's interests as may be approved by the County Administrator or the Chairman of the Board of Supervisors, whose approval shall be evidenced conclusively by the execution and delivery of the Memorandum of Understanding. The County Administrator and the Chairman of the Board of Supervisors, or either of them, is authorized and directed to execute and deliver the Memorandum of Understanding.

2. Special Assessment. By agreement among the Landowners and the Board pursuant to the Memorandum of Understanding, special assessments to pay the costs of public improvements to benefit property within the CDA District are hereby established and apportioned in accordance with the Rate and Method of Apportionment of Special Assessments in substantially the form presented to the Board at this meeting. The CDA shall cause notice of the special assessments to be reported to the County's Treasurer or other County official responsible for the collection of taxes. The special assessments shall be liens on the taxable real property in the CDA District in accordance with the provisions of Virginia Code Sections 15.2-2404 et. seq.

3. Subsequent Resolution. The Board may make such additional changes or amendments to the Memorandum of Understanding as it determines to be necessary or appropriate by subsequent resolution.

4. Severability. If any part, section, clause or phrase of this Ordinance, or any individual assessment levied hereby, is declared to be unconstitutional or invalid for any reason, such decision shall not affect the validity of any other portion hereof or assessment hereunder.

5. Effective Date. This Ordinance shall be effective immediately.

**CERTIFIED COPY**

\_\_\_\_\_  
**Clerk of the Board**

\4327380.1

RMA No. 3  
January 2, 2007

***WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY  
CHESTERFIELD COUNTY, VIRGINIA***

**Rate And Method of Apportionment  
Of Assessment**

**A. INTRODUCTION**

A Special Assessment shall be imposed and collected on real property within the Watkins Centre Community Development Authority ("CDA") through the application of the procedures described below. The Board of Directors of the CDA or their designee shall make all determinations in this Rate and Method of Apportionment of Special Assessment unless stated otherwise.

**B. DEFINITIONS**

The terms used herein shall have the following meanings:

**"Act"** means the Virginia Water and Waste Authorities Act, beginning with §15.2-5100 *et seq.* of the Code of Virginia, 1950, as it may be amended from time to time.

**"Adjusted Annual Parcel Installment"** means the amount calculated as the Adjusted Annual Parcel Installment for each Parcel pursuant to Section D.

**"Administrative Expenses"** means the following costs directly related to the administration of the CDA: the actual costs of computing the Annual Installments; the actual costs of collecting the Annual Installments (whether by the County or otherwise); the actual costs of remitting the Annual Installments to the Trustee; the actual costs of the Administrator and Trustee (including legal counsel) in the discharge of their duties; the costs of the CDA of complying with arbitrage rebate requirements; the costs of the CDA of complying with securities disclosure requirements; and any other costs of the CDA in any way related to the administration and operation of the CDA, including, without limitation, the costs of official meetings of the CDA, the costs of legal counsel and other consultants and advisors, and costs related to commencing foreclosure and pursuing collection of delinquent Annual Installments.

**"Administrator"** means the official or designee of the CDA who shall be have the responsibilities as provided herein, in the Bond Indenture, or by the Board of Directors.

**"Annual Credit"** means the amount calculated as the Annual Credit for each Parcel pursuant to Section D.

**“Annual Installment”** means the portion of the Special Assessment as set forth in the Special Assessment Roll that may be collected each Assessment Year from all Parcels in the CDA.

**“Annual Parcel Installment”** means the allocation of the Annual Installment to each Parcel pursuant to Section D.

**“Annual Payment”** shall be the portion of the Annual Parcel Installment to be collected from each Parcel each Assessment Year as determined by the provisions of Section D.1.

**“Annual Revenue Requirement”** means, for any Assessment Year, the lesser of (A) the Annual Installment for the Assessment Year and (B) the sum of the following: (1) debt service on the Bonds to be paid from the Annual Installments; (2) periodic costs associated with such Bonds, including but not limited to, rebate payments and any credit enhancement on the Bonds; (3) Administrative Expenses; and (4) a contingency; less (5) Incremental Tax Revenues available to the CDA that may be applied to the Annual Revenue Requirement; (6) any credits applied under the Bond Indenture, such as capitalized interest or interest earnings on any account balances, and (7) any other funds available to the CDA that may be applied to the Annual Revenue Requirement.

**“Assessed Property”** means, for any Assessment Year, Parcels within the CDA other than Non-Benefited Property.

**“Assessment Year”** means the annual cycle in which the Annual Payment is determined each year for each Parcel, the Annual Payment is collected, and these revenues are applied to the payments on the Bonds each year.

**“Board of Directors”** means the Board of Directors of the CDA.

**“Bond Indenture”** means the indenture or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended and/or supplemented from time to time.

**“Bonds”** means any bonds or other debt, including refunding bonds, whether in one or more series, issued by or on behalf of the CDA under the Act and to be repaid with the Special Assessments and other available revenues.

**“Building Square Footage”** or **“BSF”** means the actual or, for property not yet developed, the estimated leasable building area as shown on the building permit, architectural plans or other available documents, as estimated by the Administrator. If no information is available on the estimated leasable building area, Building Square Footage may be estimated by net usable land area and the estimated or allowable floor to area ratio for the property.

**“County”** means the Chesterfield County, Virginia.



**“Equivalent Units”** means the Building Square Footage in 1,000s of square feet built or that may be built on a Parcel multiplied by the factors for each land use class shown below:

Land Use Class 1	1.00 per 1,000 BSF
Land Use Class 2	0.52 per 1,000 BSF
Land Use Class 3	0.56 per 1,000 BSF

**“Incremental Tax Revenues”** has the meaning given to such term in the Memorandum of Understanding approved on \_\_\_\_\_, 2007, by the County.

**“Land Use Class 1”** means Assessed Property used or intended to be used primarily for retail sales to the general public, including any ancillary uses thereto.

**“Land Use Class 2”** means Assessed Property used or intended to be used primarily as a hotel, including any ancillary uses thereto.

**“Land Use Class 3”** means Assessed Property used or intended to be used primarily as office space, including any ancillary uses thereto, and any Assessed Property that is not classified as Land Use Class 1 or 2.

**“Mandatory Special Assessment Prepayment”** shall mean a mandatory prepayment of Special Assessments pursuant to Section J.

**“Non-Benefited Property”** means Public Property, Owner Association Property, or easements that create an exclusive use for a public utility provider.

**“Owner Association Property”** means Parcels within the boundaries of the CDA owned by or irrevocably offered for dedication to a property owners’ association (if not used in a trade or business) and available for use by property owners in general.

**“Parcel”** means a lot or parcel with a tax map identification number assigned by the County for real property tax purposes.

**“Principal Portion of the Assessment”** means the portion of the Special Assessments equal to the outstanding principal amount of the Bonds. The Principal Portion of the Assessments shall be allocated to Assessed Property proportionate to the Special Assessments as set forth in Section C hereof. The Principal Portion of the Assessments may be increased for refunding bonds or other reasons as long as the total of the Special Assessments are not increased as set forth in the Special Assessment Roll.

**“Public Improvements”** means those improvements that the CDA has been authorized to provide.

**“Public Property”** means, for any Assessment Year, property within the boundaries of the CDA owned by or irrevocably offered for dedication to the federal government,

Commonwealth of Virginia, the County, the CDA, or any other public agency, political subdivision, or entity, whether in fee simple or any other property ownership interest that creates a substantially exclusive use in the property.

**“Special Assessment”** means the Special Assessment on each parcel, including both the Principal Portion of the Special Assessment and the Annual Installment, as shown on the Special Assessment Roll, as calculated by the Administrator and confirmed by the Board of Directors pursuant to the provisions of Section C.1., as it may be reapportioned upon the subdivision of any Parcel according to the provisions of Section C.2. and as it may be reduced according to the provisions of Sections C.3.

**“Special Assessment Roll”** means the document attached hereto as Appendix A-1 and A-2, as updated from time to time by the Board of Directors of the CDA in accordance with the procedures set forth herein.

**“Trustee”** means the fiscal agent or trustee as specified in the Bond Indenture, including a substitute fiscal agent or trustee.

## **C. SPECIAL ASSESSMENTS**

### **1. The Amount of the Special Assessment**

The total of the Special Assessments and the Annual Installments shall not exceed the amounts set forth in the Special Assessment Roll as it may be updated from time to time as provided for herein. The Special Assessment for each Parcel shall be set by the Board of Directors prior to the issuance of the Bonds and shall not be changed thereafter except pursuant to the provisions herein. The Board of Directors shall set the Special Assessment on each Parcel according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Special Assessment for a Parcel
- B = the total of the Special Assessments for all Parcels as shown in the Special Assessment Roll
- C = the Equivalent Units of a Parcel
- D = the sum of the Equivalent Units of all of the Parcels in the CDA.

Upon a change in the estimate of the total of the Equivalent Units of a Parcel, the Board of Directors may reapportion the Special Assessment on some or all of the Parcels upon the unanimous request of the owners of the Parcels for which the Special Assessment is to be reapportioned. The reapportionment shall be made according to the following formula:

$$A = (B \div C) \times D$$

Where the terms have the following meanings:

- A = the Special Assessment of the Parcel
- B = the Equivalent Units of a Parcel
- C = the total Equivalent Units of all Parcels subject to the reallocation
- D = the total of the Special Assessments for all Parcels subject to the reallocation.

The computation of the Equivalent Units shall be calculated by the Administrator, based on the information available regarding the use of the Parcel, and the estimate of the Administrator shall be final. The Administrator shall use consistent standards in preparing the calculations and shall prepare and keep in the records of the CDA the computations made according to this section.

The total of all Special Assessment shall not be reduced after the issuance of Bonds except as provided below.

## **2. Reapportionment of Special Assessment Upon the Subdivision of a Parcel**

### **a. Subdivision of a Parcel**

Upon the subdivision of any Parcel, the Special Assessment (including both the Principal Portion of the Special Assessment and the Annual Installments) of the Parcel prior to the subdivision shall be reallocated to each new Parcel in proportion to the Equivalent Units of each Parcel and the Special Assessment for the Parcel prior to the subdivision. The reapportionment of the Special Assessment shall be represented by the formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Special Assessment of the Parcel
- B = the Special Assessment of the Parcel prior to the subdivision
- C = the Equivalent Units of a Parcel
- D = the sum of the Equivalent Units of all of the new Parcels of Assessed Property that result from the subdivision.

The computation of the Equivalent Units shall be calculated by the Administrator based on the information available regarding the use of the Parcel. The Administrator shall use consistent standards in preparing the calculations and shall prepare and keep in the records of the CDA the computations made according to this section.

In all cases, the Special Assessment after the subdivision of a Parcel shall equal the sum of the Special Assessment before the subdivision of the Parcel.

**b. Consolidation of a Parcel**

Upon the consolidation of two or more Parcels, the Special Assessment Part for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to the consolidation, with each calculated separately.

**3. Reduction in the Special Assessment**

**a. Reduction in Costs**

If the Board of Directors resolves that the total actual costs to be incurred by the CDA, including the costs of the Public Improvements and the costs related to the issuance and repaying of Bonds, including refunding bonds, and Administrative Expenses are less than the total amount of the Special Assessments, then the Board of Directors shall reduce the Special Assessments (including the Principal Portion of the Special Assessments and the Annual Installments, as applicable) such that the sum of Special Assessments equals the total costs incurred or to be incurred. The Special Assessments shall be reduced for every Parcel of Assessed Property in the CDA in the following manner. First, if the Public Improvements were not completed and any Parcels were not fully improved by the Public Improvements, the Special Assessments shall be reduced on these Parcels to represent the Public Improvements made to these Parcels compared to the Public Improvements made to the other Parcels, taking into consideration the use of the Public Improvements by each land use class, as represented by the Equivalent Unit factors and the Public Improvements actually provided. The Board of Directors may provide for the reduction in the Special Assessments by equal percentage for each Parcel or some other means if the Board of Directors determines this would be the most fair or practical method of reducing the Special Assessments. Second, if additional reductions are to be made in the Special Assessments, the Special Assessments shall be reduced by an equal percentage such that the sum of the resulting Special Assessment for every Parcel equals the actual costs to be incurred by the CDA.

The Special Assessments as reduced according to the provisions of this section shall not be reduced to an amount that is less than the outstanding amount of the previously issued Bonds, debt service on the outstanding Bonds, and estimated Administrative Expenses.

**b. Repayment of the Bonds**

The Special Assessments applicable to any Parcel shall be reduced each year as Bonds are repaid. The Principal Portion of the Special Assessments shall be reduced for the principal portion of the Annual Installments collected from each Parcel. The Special Assessments shall also be reduced for the Annual Installments collected or foregone (that is, the portion of the Annual Installments that exceeded the Annual Revenue Requirement and is not to be collected).

**D. METHOD OF DETERMINING THE ANNUAL PAYMENT**

Commencing with the Annual Payment to be collected in the 2007-2008 Assessment Year and for each following Assessment Year, the Administrator shall calculate and the Board of Directors shall confirm the Annual Payment on each Parcel.

**1. The Annual Payment**

The Annual Payment for each Parcel shall be calculated in the following manner:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Annual Payment for a Parcel;
- B = the Annual Revenue Requirement for the Assessment Year for which the Annual Payment is being calculated;
- C = the Adjusted Annual Parcel Installment for the Parcel;
- D = the Adjusted Annual Parcel Installment for all Parcels in the CDA.

**2. The Adjusted Annual Parcel Installment**

The Adjusted Annual Parcel Installment for a Parcel shall equal the Annual Parcel Installment for each Parcel less the Annual Credit for the Parcel.

**3. The Annual Parcel Installment**

The Annual Assessment for each Parcel shall be calculated in the following manner:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Annual Parcel Installment for a Parcel
- B = the Annual Installment for all Parcels in the CDA for that Assessment Year as set forth in the Assessment Roll
- C = the Principal Portion of the Special Assessments for the Parcel
- D = the Principal Portion of the Special Assessments for all Parcels in the CDA.

**4. The Annual Credit**

The Annual Credit for each Parcel, for each Assessment Year, shall be equal to the Incremental Tax Revenues included in the calculation of the Annual Revenue Requirement for that Assessment Year allocable to that Parcel. For purposes of calculating the Incremental Tax Revenues for each Parcel, the base year tax revenues for

each tax included in the Incremental Tax Revenues shall be allocated to each Parcel on the basis of the total of the tax revenues from which the Incremental Tax Revenues are calculated. For example, for real property tax increment revenues, the base real property tax revenues would be allocated to each parcel in proportion to the total real property tax revenues of the parcel divided by the total real property taxes of all parcels in the CDA (using the total real property tax revenues from which the Incremental Tax Revenues are calculated).

In the event a Parcel is subdivided into new Parcels in an Assessment Year prior to the payment of the Annual Payment and a portion of the Parcel becomes Non-Benefited Property, the Annual Payment shall be collected on the Parcel or Parcels of Assessed Property based on the allocation of the Special Assessment pursuant to Section C.

**E. UPDATING THE ASSESSMENT ROLL**

The Board of Directors shall update Special Assessment Roll each Assessment Year to reflect (i) the current Parcels in the CDA, (ii) the Special Assessment allocated for each Parcel, including any adjustments to the Special Assessment as provided for in Section C, (iii) the Principal Portion of the Special Assessment for each Parcel; (iv) the Annual Parcel Installment for each Parcel, (v) the Annual Credit and Annual Payment for each Parcel for the Assessment Year, (vi) prepayments of the Special Assessment, and (vii) termination of the Special Assessment.

**F. MANNER OF COLLECTION OF THE ANNUAL PAYMENT**

Annual Payment shall be collected in the same manner and at the same time as regular property taxes of the County and shall be subject to the same penalties, procedures, sale, and lien priorities in case of delinquencies as are provided for regular property taxes of the County. The CDA shall notify the County of the amount of the Annual Payment to be collected on each Parcel each Assessment Year in a timely manner to allow the collection of the Annual Payment by the County. The Board of Directors may provide for other means of collecting the Annual Payment, to the extent permitted under the Act.

**G. ADMINISTRATIVE REVIEW**

An owner of a lot claiming that a calculation error has been made in the update of Special Assessment Roll in any Assessment Year shall send a written notice describing the error to the Board of Directors (or the Administrator if delegated to review appeals pursuant to this section by the Board of Directors) not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Board of Directors (or the Administrator if so designated by the Board of Directors) shall promptly review the notice, and if necessary, meet with the property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Board of Directors (or the Administrator if so designated by the Board of Directors) determines that a calculation error has been made that requires Special Assessment Roll to be modified or changed in favor of the property owner, a cash refund may not be made for any amount previously paid by the owner (except for the final Assessment Year during which the Special Assessment shall be collected or if a determination is made that there are sufficient funds available to meet the Annual Revenue Requirement for an Assessment Year), but an adjustment shall be made in the amount of the Annual Payment to be paid in the following Assessment Year. The decision of the CDA or its designee regarding a calculation error relating to the Special Assessment Roll shall be conclusive as long as there is a reasonable basis for the determination.

#### **H. TERMINATION OF SPECIAL ASSESSMENTS**

Except for any delinquent Annual Payments and related penalties and interest, the Special Assessment shall be collected for a term not to exceed the term of all of the Bonds. In no event shall the Special Assessments be collected beyond the period in which the Special Assessment or the Bonds are fully paid as provided for herein.

After the retirement of all Bonds, and the collection of any delinquent Annual Payments, penalties and interest, the CDA shall provide each owner of a Parcel a recordable document (or provide for the recordation of such document) evidencing the termination of the imposition and collection of Special Assessment.

#### **I. PREPAYMENT OF SPECIAL ASSESSMENT**

The Special Assessment on any Parcel may be fully paid at any time, the Special Assessment reduced to zero, and the obligation to pay the Annual Installments permanently satisfied by payment of an amount calculated according to the following provisions:

1. A sum equal to the Principal Portion of the Special Assessment for the Parcel, as it may have been set, reapportioned or reduced pursuant to the provisions of Sections C.1., C.2., C.3., and C.4; less,
2. A credit for the reserve fund equal to the amount provided for in the Bond Indenture; plus,
3. A sum equal to (a) the amount needed to pay interest on the outstanding Bonds to be redeemed and the investment earnings on the prepayment amount until the Bonds can be called and redeemed, after taking into consideration the Annual Payment paid or to be paid but not accounted for in the calculation of the Principal Portion of the Special Assessment in Step 1 and (b) expenses of the CDA related to the prepayment.

The amounts calculated in the preceding steps shall be paid to the CDA and shall be distributed by the CDA to pay costs related to the prepayment and according to the Bond

Indenture. Upon the payment of such prepayment amount to the CDA, the obligation to pay the Special Assessment for such Parcel shall be deemed to be permanently satisfied, the Special Assessment for such Parcel shall be reduced to zero, the Annual Installment shall not be collected on the Parcel thereafter, and the CDA shall provide to the owner (or cause to be recorded) a recordable notice of the payment of the Special Assessment within a reasonable period of time of receipt of such prepayment amount.

## **J. MANDATORY PREPAYMENT OF SPECIAL ASSESSMENTS**

### **1. Prepayment of Special Assessments for Non-Benefited Property**

A prepayment of the Special Assessment shall be required on any Parcel that is acquired by an entity that results in the Parcel being classified as Non-Benefited Property, if the Special Assessment may not be reapportioned to a Parcel of Assessed Property pursuant to the provisions of Sections C.1. or C.2. In the event an entire Parcel becomes Non-Benefited Property such that the Special Assessment cannot be reallocated to any other Parcel pursuant to the provisions of Sections C.1 or C.2., the Special Assessment shall become immediately due and payable and shall be collected from proceeds of a sale, condemnation, or other form of compensation for the property or from any other legally available source of funds. The prepayment of the Special Assessment shall be calculated as set forth in Section I.

### **2. Prepayment of Special Assessments Resulting From a Reduction in Equivalent Units**

The Special Assessments shall be prepaid in part upon a reduction of the Equivalent Units that results in the Principal Portion of the Special Assessments exceeding a maximum amount per Equivalent Unit as set forth in the Bond Indenture. The Mandatory Prepayment shall be due from the Parcel (or any resultant Parcels) that results in the application of the provisions of this section.

The Mandatory Prepayment shall be calculated as set forth in Section I, with the Principal Portion of the Special Assessment being prepaid for the reduction in the number of Equivalent Units.

The Mandatory Prepayment shall be due prior to the recordation, conveyance, or other action that results in a change to any Parcel that results in a Mandatory Prepayment. The Mandatory Prepayment shall have the same sale and lien priorities as provided for by law for the Assessments.

The Mandatory Prepayment shall not exceed the amount of the outstanding Bonds plus any amounts owed on the Bonds, including accrued interest and redemption fees.



**K. AMENDMENTS**

Immaterial amendments may be made to this Rate and Method of Apportionment of Special Assessment by the Board of Directors without further notice under the Act and without notice to owners of Assessed Property within the CDA. Immaterial amendments shall be those that (i) clarify or correct minor inconsistencies in the matters set forth herein, (ii) provide for lawful procedures for the collection and enforcement of the Special Assessment and other charges imposed herein so as to assure their efficient collection, and (iii) otherwise improve the ability of the CDA to fulfill its obligations to impose and collect the Special Assessment and charges imposed herein and to make it available for the payment of the Bonds, Administrative Expenses, and other costs of the CDA. No such amendment shall be approved unless and until it has (i) been found and determined that the amendment is necessary and appropriate and does not materially adversely affect the rights of the owners of the Bonds and (ii) received an opinion of a nationally recognized bond counsel to the effect that the amendment is permitted by the terms of the Bond Indenture and this Rate and Method of Apportionment of Special Assessment. Amendments may not be made to this Rate and Method of Apportionment of Special Assessment pursuant to the procedure described above that would increase the total of the Special Assessment or charges as set forth herein.

**L. INTERPRETATION OF PROVISIONS**

The Board of Directors shall make all interpretations and determinations related to the application of this Rate and Method of Apportionment of Special Assessment, unless stated otherwise herein or in the Bond Indenture, and as long as there is a rational basis for the determination made by the Board of Directors, such determination shall be conclusive.

**M. SEVERABILITY**

If any section or part of a section of this "Rate and Method of Apportionment of Special Assessment" is declared invalid or unenforceable, the validity, force, and effect of any other section or part of a section herein shall not thereby be affected or impaired unless such other section or part of a section herein is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unenforceable.

Appendix A-1

SPECIAL ASSESSMENT ROLL  
ANNUAL INSTALLMENT OF SPECIAL ASSESSMENT

Watkins Centre Community Development Authority  
Chesterfield County, Virginia

Tax Year Beginning	Principal	Interest and Administrative Expenses	Annual Installment
2007	\$0	\$1,061,940	\$1,061,940
2008	\$0	\$1,061,940	\$1,061,940
2009	\$1,006,000	\$1,061,940	\$2,067,940
2010	\$1,112,000	\$997,150	\$2,109,150
2011	\$1,226,000	\$925,482	\$2,151,482
2012	\$1,348,000	\$846,416	\$2,194,416
2013	\$1,479,000	\$759,433	\$2,238,433
2014	\$1,619,000	\$663,947	\$2,282,947
2015	\$1,769,000	\$559,375	\$2,328,375
2016	\$1,930,000	\$445,066	\$2,375,066
2017	\$2,102,000	\$320,305	\$2,422,305
2018	\$2,285,000	\$184,378	\$2,469,378
Total	\$15,876,000	\$8,887,372	\$24,763,372

The Annual Installment is due each Tax Year with regular real property taxes on June 5 and December 5. The Annual Installment due each year shall be revised as set forth in the Rate and Method of Apportionment of Special Assessments.

Appendix A-2SPECIAL ASSESSMENT ROLL  
TOTAL SPECIAL ASSESSMENTWatkins Centre Community Development Authority  
Chesterfield County, Virginia  
Tax Year Beginning 2007

Tax Map Parcel	Special Assessment	Principal Portion of Special Assessment	Annual Installment
715-712-8474	\$0	\$0	\$0
Rebkee remainder	\$2,455,871	\$1,574,479	\$105,316
Rebkee parcel 1	\$68,764	\$44,085	\$2,949
Rebkee Parcel 2	\$462,096	\$296,253	\$19,816
Rebkee Parcel 3	\$68,764	\$44,085	\$2,949
Rebkee Parcel 4	\$236,936	\$151,902	\$10,161
717-711-0537	\$428,900	\$274,971	\$18,393
717-711-0707	\$290,372	\$186,160	\$12,452
716-713-6822	\$2,407,920	\$1,543,737	\$103,260
717-708-5564	\$16,003,729	\$10,260,122	\$686,296
714-707-6311	\$362,691	\$232,524	\$15,553
714-707-9182	\$227,891	\$146,103	\$9,773
716-710-0846	\$170,041	\$109,015	\$7,292
718-705-6022	\$827,781	\$530,697	\$35,498
718-706-3636	\$388,925	\$249,343	\$16,678
715-710-4260	\$362,691	\$232,524	\$15,553
Total	\$24,763,372	\$15,876,000	\$1,061,940

The Special Assessment Roll shall be adjusted from time to time pursuant to the provisions of the Rate and Method of Apportionment of Special Assessments.

000087

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this "Memorandum") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2007, by and among the BOARD OF SUPERVISORS OF THE COUNTY OF CHESTERFIELD, VIRGINIA (the "Board of Supervisors"); ZAREMBA METROPOLITAN MIDLOTHIAN, LLC, a Virginia limited liability company, or its successor or assigns, as developer (the "Developer"); WATKINS LAND, L.L.C., a Virginia limited liability company, ("Watkins"), GRAY LAND AND DEVELOPMENT COMPANY, LLC ("Gray"), a Virginia limited liability company, VILLAGE BANK, a \_\_\_\_\_, SUNTRUST BANK, a Georgia banking corporation, BRANCH BANKING & TRUST COMPAY OF VIRGINIA, a Virginia banking corporation, BEP LIMITED PARTNERSHIP, a North Carolina limited partnership, REBKEE PARTNERS WESTCHESTER, LLC, Virginia limited liability company and [ADD ADDITIONAL PROPERTY OWNERS WITHIN CDA AT THE TIME THIS MEMORANDUM IS EXECUTED] (collectively, the "Additional Property Owners"); and WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY (the "CDA").

### WITNESSETH

**WHEREAS**, the Developer and the Additional Property Owners are the owners of certain parcels of real property located in the County of Chesterfield, Virginia (the "County") and more particularly shown on Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Property"); and

**WHEREAS**, Watkins Land, L.L.C. has, pursuant to Sections 15.2-5152 *et seq.* of the Code of Virginia of 1950, as amended (the "Virginia Code"), by petition filed on July 19, 2006, with the Board of Supervisors (the "Petition") petitioned the Board of Supervisors to create a community development authority to provide financing for a portion of the transportation infrastructure as described in the Petition and on Exhibit B hereto (the "Improvements") in conjunction with the development of the Property as a mixed-use project consisting of commercial, retail and office components (collectively, the "Project"); and

**WHEREAS**, by Ordinance enacted August 23, 2006 (the "Ordinance"), attached hereto as Exhibit C, the Board of Supervisors created the CDA and the CDA District (as described in the Ordinance); and

**WHEREAS**, the parties wish to set forth several understandings with respect to the CDA and its plan of finance in this Memorandum:

**NOW, THEREFORE**, in consideration of the foregoing, the parties set forth the following agreements and understandings:

**1. Issuance of Bonds.** The CDA proposes to issue tax-exempt bonds (the "Bonds") pursuant to Virginia Code Sections 15.2-5158(A)(2) and 15.2-5125 and the Internal Revenue Code of 1986, as amended, to be used to finance a portion of the costs associated with the

acquisition, design, construction and development by or on behalf of the CDA of the Improvements. The CDA expects to issue one or more series of Bonds under an Indenture of Trust (the "Indenture") between the CDA and a trustee (the "Trustee") in the maximum aggregate principal amount of \$16,000,000, of which approximately \$12,339,555 shall be used to pay a portion of the costs associated with the acquisition, design, construction, project management and development of the Improvements (which costs shall be determined on an aggregate basis and not on an item-by-item basis) and the balance of which, approximately \$3,660,445, shall be used to pay capitalized interest at least through March 1, 2009, fund required reserves, pay the costs of issuing the Bonds (including, but not limited to, attorneys' fees, underwriter fees, engineering fees and appraisal fees) and pay any additional administrative costs to be incurred by the County in connection with the administration and operation of the CDA. Any costs associated with the acquisition, design, construction and development of the Improvements that exceed the proceeds of the Bonds allocated therefor shall be the responsibility of the Developer, Watkins and Gray. If there are any Bond proceeds remaining after the completion of the acquisition, design, construction and development of the Improvements, such excess proceeds shall be used to pay down the Bonds. The Bonds shall have a term of no longer than thirteen (13) years from the date of issuance of the Bonds, inclusive of the capitalized interest period. The CDA will not issue any additional bonds or undertake any financing, including any refunding bonds, without the prior approval of the Board of Supervisors. Interest on the Bonds shall not be paid from Incremental Tax Revenues, as described below, or other revenues pledged to payment of the Bonds until moneys deposited in the capitalized interest account under the Indenture have been expended.

**2. Development of Improvements.** The Improvements to be financed with the proceeds of the Bonds, along with other funds provided by the Developer, Watkins and Gray consist of various transportation infrastructure more particularly described in the Petition and in Exhibit B hereto. Amounts not needed for any portion of the Improvements shown on Exhibit B may be reallocated to other Improvements shown on Exhibit B or to such other transportation improvements as may be approved by the CDA and the County. The CDA, or the Developer or its designee, on behalf of the CDA, will enter into contracts for the acquisition, design, construction, project management and development of the Improvements. In connection with the foregoing, the CDA will comply with all applicable requirements of the Virginia Public Procurement Act.

**3. Submission of Information.** Before the issuance of the Bonds, the Developer or the CDA, as appropriate, will submit to the County Administrator and the County's Budget Director a Limited Offering Memorandum or other disclosure document to be used in connection with the sale of the Bonds and such other information with respect to the CDA's finances and the issuance of the Bonds as the County Administrator or the County's Budget Director may reasonably request. Such documents will be furnished to the County solely for informational purposes and receipt of any such document does not constitute approval of any such document by the County or any person not submitting such documents.

#### **4. Special Assessments and Incremental Tax Revenues.**

(a) Special Assessment. (i) Request for Collection -- Not later than April 5 of each year, commencing in 2008, the CDA will furnish the annual report described in paragraph 5(f) to the County and will request the County to collect annual installments (the "Annual Installment") of a special assessment (the "Special Assessment") within the CDA District pursuant to Virginia Code Section 15.2-5158(A)(5) in an amount to be determined in accordance with the Rate and Method of Apportionment of Special Assessment attached hereto as Exhibit D (the "Rate and Method"), which amount may be zero with respect to one or more parcels of land. In making the above request, the CDA will provide such information as the County may request to enable it to collect the Annual Installment. The Special Assessment shall be in an amount equal to debt service on the Bonds, administrative expenses of the County in connection with the levy and collection of the Special Assessment and the performance of its obligations hereunder, less other amounts available for the payment of such debt service and expenses (the "Assessment Amount"). The Annual Installment shall be equal to the Assessment Amount due in any calendar year.

(ii) County's Agreement with respect to Assessment; Assignment -- The County Administrator or other officer responsible for proposing the County's budget to the Board of Supervisors shall propose payments to the CDA to be derived from such Annual Installment in the County's budget for each fiscal year any Bonds are outstanding; provided that such payments shall be made only to the extent of available Annual Installment revenues. The County agrees that so long as the Bonds are outstanding that the County will collect the Annual Installment and pay the amounts received thereunder to the CDA, subject to appropriation each year by the Board of Supervisors. The County pledges and assigns all of its right, title and interest in the Annual Installment to the CDA (except amounts that may be retained by the County to pay administrative costs, as described below in paragraph 4(c)). The CDA, in turn, will pledge and assign all of its right, title and interest in the Annual Installment to the trustee for the Bonds (the "Trustee") or its successor who will use the moneys received, except for amounts segregated for administrative expenses, to make debt service payments on the Bonds before forwarding any remainder to the CDA and the County agrees to make all such payments directly to the Trustee for the Bonds. The Annual Installment assigned by the County includes any payments from foreclosures, less costs of collection, and excludes administrative fees for the cost of administration as described in paragraph 4(c) herein. The CDA has the right to retain a portion of the payments assigned by the County to pay the CDA's administrative expenses and such portion of the payments is not pledged or assigned to the Trustee for the Bonds.

**The County's obligation to make payments to the CDA of the Annual Installment shall not be deemed to be a general obligation of the County, shall be payable solely from payments of the Annual Installment received by the County and shall be subject to and dependent on appropriations being made from time to time of the Annual Installment by the Board of Supervisors for such purpose.**

(iii) Landowners' Agreement with Respect to Assessment -- In accordance with Virginia Code Sections 15.2-5158(A)(5) and 15.2-2405 the parties hereto agree to the Special Assessment to be levied and apportioned in accordance with this Memorandum and the

Rate and Method which is incorporated as though set forth fully herein. The Developer and the Additional Property Owners for themselves and their successors and assigns represent and agree that the Special Assessment, as apportioned pursuant to the Rate and Method, does not exceed the peculiar benefit to the assessed property resulting from the Improvements and is apportioned to property within the CDA District on a rational basis. The Developer and the Additional Property Owners each acknowledge that the County may commence foreclosure proceedings for the collection of delinquent Special Assessments on parcels within the CDA District. In order to reduce the likelihood of any prolonged foreclosure actions, the Developer and each Additional Property Owner, as appropriate, will provide for facilitated service of process with respect to any foreclosure action in respect of delinquent Special Assessments levied in the CDA District and will waive affirmative defenses to any such foreclosure action pertaining to the formation of the District and its financing structure, including the Rate and Method, the validity of the Bonds, the requirements of the Indenture and the priority of CDA District liens and foreclosure of liens to collect delinquent Special Assessments, provided, however, that such waiver is effective only to the extent the Developer or any Additional Property Owner, as appropriate, may in a separate legal action (and not as an affirmative defense in any foreclosure action) challenge any levy not made in accordance with the terms of the Rate and Method, or in accordance with the procedure established in the County with regard to foreclosure procedures in general.

(iv) Billing and Collection of Annual Installment -- The County shall bill the Annual Installment, to the extent the CDA requests collection of the Annual Installment, in the same manner and at the same time as it bills its real estate taxes. The amount of the Annual Installment for each parcel will be recorded in the County land records such that the public will have access to its existence. Penalties and interest on delinquent payments of the Annual Installment shall be charged as provided by law. The Annual Installment shall be included in a separate bill in the same envelope as the County's regular real estate tax bill, and shall be collected on the same dates as the County's real estate taxes. Payments of the Annual Installment collected by the County shall be segregated from all other funds of the County and may not be used for any other purpose by the County.

(v) Collection of Delinquent Assessments -- The County's customary tax payment enforcement proceedings will apply to the collection of any delinquent payment of the Annual Installment. The County shall pursue the collection of delinquent payments with the same diligence it employs in the collection of the County's general *ad valorem* real estate taxes, including the commencement of tax foreclosure proceedings to the extent provided by the then-current statutes of the Commonwealth of Virginia. The County agrees that it will provide notice to the CDA of any legal proceedings to be instituted for the collection of delinquent payments of the Annual Installment. The parties understand and agree that the County's ordinary discretion in this regard allows it to decide not to expend resources to collect *de minimis* outstanding amounts; provided that the County will obtain the CDA's consent with respect to any such amounts in excess of \$200. The CDA agrees to cooperate with the County in any such enforcement action.

(vi) Surplus -- If the Incremental Tax Revenues available to the CDA in any calendar year exceed the Annual Installment for such calendar year, such excess shall be deemed a "Surplus". Any Surplus shall be deposited by the County in an escrow account (the "Escrow Account") to be established with the Trustee under the Indenture to be used in the event that

Incremental Tax Revenues in any year are less than amounts needed to pay the Annual Installment for such year; provided, however, that if in any year the financial report submitted in accordance with paragraphs 4(a) and 5(f) shows that the amounts available for debt service on the Bonds in the prior year and the amounts projected to be available for debt service in the current year are at least equal to 1.5 times debt service, the County shall not be required to deposit any Surplus in the Escrow Account in the current year. If any portion of the Annual Installment for a given calendar year was collected by the County from the Developer or any Additional Property Owners, the Surplus shall be used to reimburse the Developer or the Additional Property Owners, as appropriate, for that portion of the Annual Installment for such calendar year that was actually collected from the Developer or any Additional Property Owners by the County in accordance with the Rate and Method. The County and the CDA agree that any Surplus payable to the Developer or any Additional Property Owners pursuant to this subparagraph (vi) shall, subject to appropriation by Board of Supervisors, be paid to the County's Economic Development Authority or other entity legally authorized to make payments to the Developer or any Additional Property Owners.

Any amounts on deposit in the Escrow Account after the Bonds have been re-paid in full, or provision for their re-payment in full has been made, and any reimbursements to the Developer or any Additional Property Owner have been made as provided above, shall be paid to the County.

(b) Incremental Tax Revenues -- The County agrees to pay to the CDA certain Incremental Tax Revenues, determined as set forth below, each year as long as any Bonds are outstanding, subject to appropriation each year by the Board of Supervisors. The County Administrator or other officer responsible for proposing the County's budget to the Board of Supervisors shall propose payments to the CDA to be derived from such Incremental Tax Revenues in the County's budget for each fiscal year any Bonds are outstanding; provided that such payments shall be made only to the extent of available Incremental Tax Revenues.

**The County's obligation to make payments to the CDA of Incremental Tax Revenues shall not be deemed to be a general obligation of the County, shall be payable solely from payments of the Incremental Tax Revenues received by the County and shall be subject to and dependent on appropriations being made from time to time of Incremental Tax Revenues by the Board of Supervisors for such purpose.**

The Incremental Tax Revenues shall equal the sum of all Real Property Tax Incremental Revenues and Sales Tax Revenues, each as hereinafter defined. "Real Property Tax Incremental Revenues" means 50% of the County's regular ad valorem real property tax revenues (not including any special tax revenues) collected each year by the County within the CDA District (including payments of any "roll back" taxes) which exceed the ad valorem real property tax revenues collected by the County within the CDA District during calendar year 2006 which base amount is \$ \_\_\_\_\_. "Sales Tax Revenues" means 25% of the County's sales tax revenues consisting of the "local portion" of the sales tax collected by the County from retail establishments located within the CDA District.



Real Property Tax Incremental Revenues shall be paid semi-annually by the County to the Trustee, as assignee of the CDA in an amount equal to one-half of the Real Property Tax Incremental Revenues for such year (but not exceeding actual Real Property Tax Incremental Revenues collected in such year), on each August 1 and February 1, beginning August 1, 2008.

Sales Tax Revenues shall be paid annually by the County to the Trustee, as assignee of the CDA on each August 1, beginning August 1, 2008 in an amount equal to Sales Tax Revenues collected in the prior calendar year, as determined by the County.

After the Bonds have been re-paid in full, or provision for their re-payment in full has been made, the tax increment contribution plan shall expire and all Incremental Tax Revenues shall thereafter be retained by the County.

(c) Administrative Costs -- If requested by the County, the CDA shall reimburse the County for its reasonable costs and expenses associated with the CDA, including the administration and collection of the revenues payable to the CDA. Administrative expenses (not to exceed \$70,000 in the first year the Annual Installment is collected and \$2,500 in subsequent years) may be deducted by the County in its remittance to the CDA or the Trustee for the Bonds; provided that the initial payment of \$70,000 may be paid from proceeds of the Bonds in lieu of deducting it from the first payment of the Annual Installment. In addition to administrative expenses, the County shall be entitled to recover any additional costs incurred by the County in conjunction with any and all proceedings to collect the amounts payable to the CDA hereunder, including tax foreclosure, administrative and other proceedings.

(d) Notice to Subsequent Landowners – The Developer and the Additional Property Owners will include in each sales contract and each deed for the conveyance of a fee simple interest in any portion of land within the CDA District that is subject to an outstanding Special Assessment a disclosure statement that includes a statement of the amount of the applicable portion of the Special Assessment and setting forth the name and address of the CDA's administrator or other location where information regarding the CDA and the Special Assessment may be obtained. All such sales contracts and deeds shall also include a covenant that all subsequent deeds conveying any fee simple interest in land within the CDA District that is subject to an outstanding Special Assessment include such disclosure statement. The Developer and the Additional Property Owners each agree that they will notify the CDA and the CDA's administrator in writing, within ten (10) days after recordation of a deed of conveyance, of the sale of any land owned by the Developer or any Additional Property Owner, as appropriate, indicating the tax map parcel number of the property sold and the purchaser of the property.

## **5. Additional Covenants.**

(a) The Developer and the CDA agree that all improvements financed with proceeds of the Bonds will be conveyed to the County or other appropriate public entity. The County or other appropriate public entity shall undertake ownership, operation and maintenance

of all such improvements within [90] days following the completion thereof, subject to the satisfaction of the requirements outlined in paragraph 5(g) below.

(b) The Developer and the CDA agree that no payments will be requested by the CDA from the County other than the payments described herein. **The Bonds will not constitute a debt or pledge of the full faith and credit of the County and will not impose any liability on the County and the documents pursuant to which the Bonds are issued and sold will contain a statement to that effect in form satisfactory to the County.**

(c) The CDA will sell the Bonds only in minimum denominations of \$100,000 and appoint Stone & Youngberg LLC as the underwriter for the Bonds.

(d) The Developer (1) will enter into guaranteed maximum price contracts for the design and construction of the Improvements and (2) will obtain payment and performance bonds and/or completion bonds from the general contractor for such contracts acceptable to the County Administrator. Before delivery of such guaranteed maximum price contracts and bonds, CDA Bond proceeds will be expended only for costs of issuing the Bonds and for capitalized interest payments and no Bond proceeds will be expended for design and construction of the Improvements until such contracts and payment and performance and/or completion bonds have been delivered.

(e) The CDA agrees to comply with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 even if the Bonds are exempt from such Rule and to furnish copies of all filings under such Rule to the County Administrator within 15 days after filing. The Developer and the County shall cooperate with CDA and shall endeavor to provide information with respect to the Developer, the Improvements and the Special Assessment and Incremental Tax Revenues, as appropriate, reasonably requested by the CDA in connection with the CDA's disclosure obligations.

(f) The CDA will engage a professional administrator to oversee its financial affairs and shall obtain an annual report of the CDA's finances from such administrator. Copies of such financial report and all other reports required by the Trustee for the Bonds and the owners of the Bonds shall be furnished to the County Administrator and the County's Budget Director as soon as they are available to the CDA. The CDA will provide audited financial statements to the County by September 30 of each year. Unless otherwise approved by the County, the CDA's audited financial statements will be prepared by the auditor engaged by the County to prepare the County's audited financial statements. The fiscal year of the CDA shall be from July 1 through June 30.

(g) The Developer and the CDA agree that the Improvements will be built in accordance with all applicable federal, state and local laws, rules and regulations and that the Improvements will be built in compliance with all applicable specifications of the County and the Virginia Department of Transportation.

6. **Approved Budget; and Notice of Appropriation.** The County shall furnish to the Developer, the CDA and the Trustee for the Bonds as soon as available a copy of the

approved budget of the County for the next succeeding fiscal year of the County. The County Administrator shall deliver to the CDA and to the Trustee for the Bonds within 10 days after the beginning of each of the County's fiscal years a written notice specifying the amounts appropriated by the Board of Supervisors to the CDA during such fiscal year. The County agrees to notify the Trustee for the Bonds and each Nationally Recognized Municipal Securities Information Repository and any State Information Depository within the Commonwealth of Virginia in the event the Board of Supervisors fails to appropriate any amounts payable hereunder by the County.

**7. Prerequisites to Issuance of Bonds.** The CDA agrees that it will not issue Bonds until the Developer and the Additional Property Owners have satisfied the prerequisites set forth in this paragraph. The Developer and each Additional Property Owner agrees that it will provide the following to the County in form and substance reasonably satisfactory to the County before the issuance of the Bonds:

(a) such information and assurances as are necessary to complete the disclosure documents prepared in connection with the sale of the Bonds;

(b) evidence of the ability of the Developer and the Additional Property Owners to substantially complete their respective portions of the Project within 36 months after issuance of the Bonds and evidence of the ability of the Developer to substantially complete the Improvements within 16 months after the issuance of the Bonds, subject in each case to Force Majeure, including (i) final or near final cost calculations for the Project and the Improvements; and (ii) disbursement schedules for the Bond proceeds;

(c) confirmation that the Project complies with all applicable zoning requirements; and

(d) such engineering and other reports regarding the Improvements and the Project as the County shall reasonably require.

**8. Approval by County.** Any approval or consent required of the County under this Memorandum may be given by the County Administrator or such officer's designee unless action by the Board of Supervisors is expressly required.

**9. Successors and Assigns.** This Memorandum shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**10. Amendments.** This Memorandum may be amended only in writing signed by each of the parties hereto or their successors and assigns.

**11. Term.** This Memorandum shall be in full force and effect until all Bonds have been paid or deemed no longer outstanding under the Indenture.

**12. Severability.** If any clause, provision or section of this Memorandum is held to be illegal or invalid by any court, the invalidity of the clause, provision or section shall not affect

any of the remaining clauses, provisions or sections, and this Memorandum shall be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

13. **Counterparts.** This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

14. **Recitals.** The recitals set forth at the beginning of this Memorandum are incorporated into and made a part of this Memorandum as though they were fully set forth in this Section 14 and constitute representations and understandings of the parties hereto.

15. **Governing Law and Venue.** This Memorandum shall be governed by the laws of the Commonwealth of Virginia. Any lawsuit, action or proceeding arising under this Memorandum shall be brought exclusively in the Circuit Court of the County of Chesterfield, Virginia.

16. **Notices.** Any notice, request or other deliveries required to be given hereunder shall be deemed given if sent by registered or certified mail, or overnight delivery service, postage prepaid, addressed to the following addresses:

County: 9901 Lori Road  
P. O. Box 40  
Chesterfield, VA 23832  
Attention: County Administrator

CDA: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: Chairman

CDA Administrator MuniCap, Inc.  
8340 Governor Ridgley Lane  
Ellicott City, MD 21043  
Attention: Keenan Rice

Developer: Metropolitan Partnership, Ltd.  
11111 Sunset Hills Road, Suite 111  
Reston, VA 20190  
Attention: Cary M. Euwer, Jr.  
President and Chief Executive Officer

and Zaremba Richmond, LLC  
14600 Detroit Avenue, Suite 1500  
Lakewood, OH 44107  
Attention: Barbara VonBenken  
Assistant Vice President/Secretary

Any party may designate any other addresses for notices or requests or other deliveries by giving notice under this Section 16.

WITNESS the following signatures.

BOARD OF SUPERVISORS OF THE COUNTY  
OF CHESTERFIELD, VIRGINIA

By: \_\_\_\_\_  
Title: Chairman

WATKINS CENTRE COMMUNITY  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Title: Chairman

ZAREMBA METROPOLITAN MIDLOTHIAN,  
LLC

By: Zaremba Richmond, LLC

By: \_\_\_\_\_  
Title: Manager

WATKINS LAND, L.L.C.

By: \_\_\_\_\_  
Title: Manager

SUNTRUST BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

VILLAGE BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BRANCH BANKING & TRUST COMPANY OF  
VIRGINIA

By: \_\_\_\_\_

Title: \_\_\_\_\_

BEP LIMITED PARTNERSHIP

By: \_\_\_\_\_

Title: \_\_\_\_\_

REBKEE PARTNERS WESTCHESTER, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

GRAY LAND AND DEVELOPMENT  
COMPANY, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned Treasurer of the County executes this Memorandum for purposes of agreeing to the provisions of Paragraph 4.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: Treasurer, County of Chesterfield, Virginia

Exhibit A – Plat Depicting Property

Exhibit B – Description of Transportation System Improvements

Exhibit C – Ordinance

Exhibit D – Rate and Method of Apportionment of Special Assessment

Exhibit A

Plat Depicting Property

**[To be provided by Developer]**

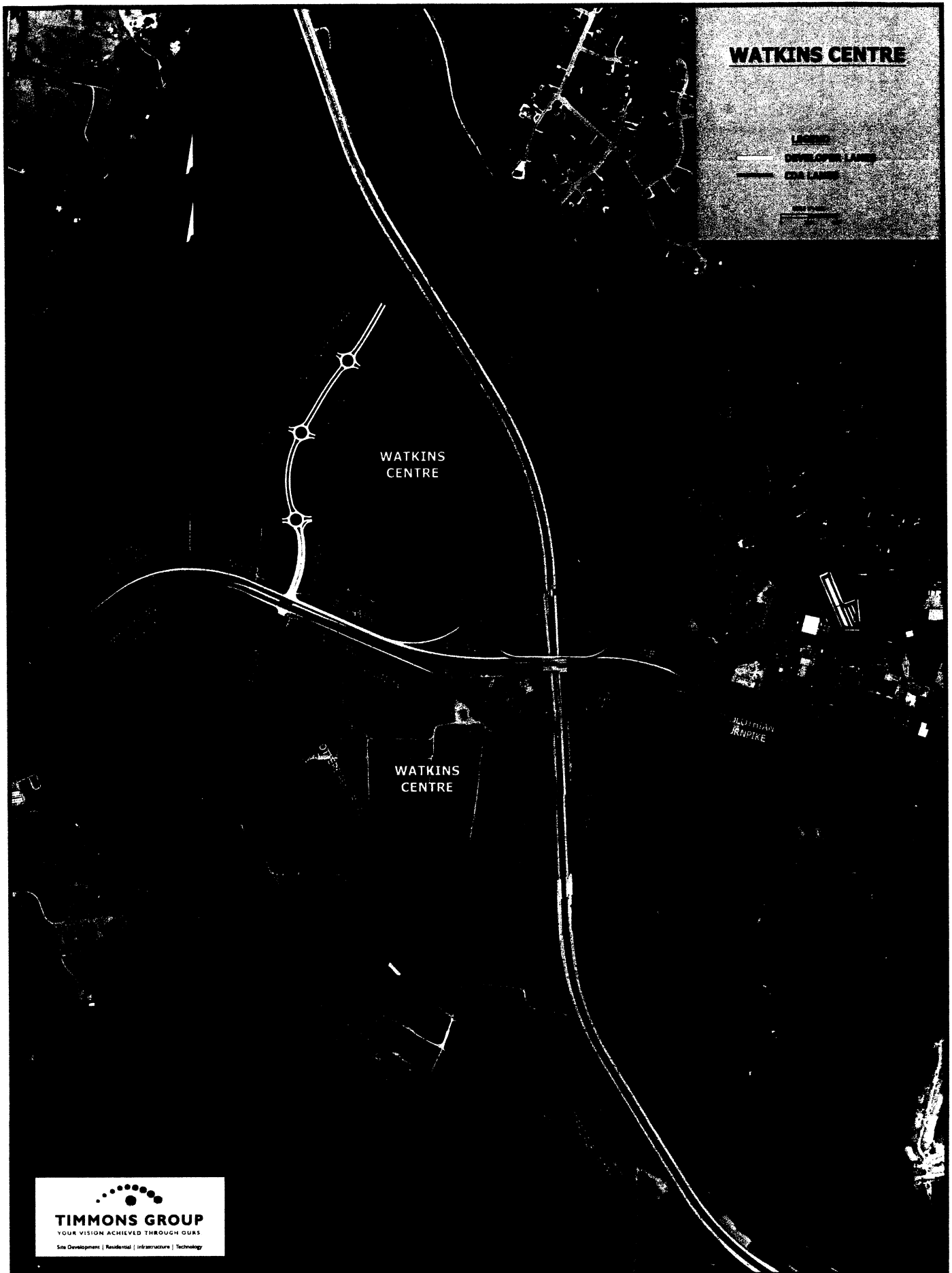


## Exhibit B

### Description of Transportation System Improvements

<u>Improvement</u>	<u>Total Estimated Cost</u>
Design roads	\$350,000
Wetland fees	\$250,000
Permit fees	\$200,000
Field inspections	\$200,000
Access fees	\$100,000
Signage	\$1,050,000
Construct WCPS – 1,000 ft.	\$1,200,000
Construct WCPS / 288	\$4,140,675
Construct WCPN / 288	\$3,348,880
Traffic signal WCP / 60	\$250,000
MWV access road	\$950,000
Watkins Center Parkway Construction	\$ _____
Route 60 Improvements	\$ _____
CDA supervision fee	\$300,000
Total:	\$ _____
CDA bond funded portion	\$12,339,555
Developer funded portion	\$ _____

**Proposed Watkins Centre CDA District Boundaries - August 16, 2006**



## Exhibit B

## Description of Transportation System Improvements

<u>Improvement</u>	<u>Total Estimated Cost</u>
Design roads	\$350,000
Wetland fees	\$250,000
Permit fees	\$200,000
Field inspections	\$200,000
Access fees	\$100,000
Signage	\$1,050,000
Construct WCPS – 1,000 ft.	\$1,200,000
Construct WCPS / 288	\$4,140,675
Construct WCPN / 288	\$3,348,880
Traffic signal WCP / 60	\$250,000
MWV access road	\$950,000
Watkins Center Parkway Construction	\$ _____
Route 60 Improvements	\$ _____
CDA supervision fee	\$300,000
Total:	\$ _____
CDA bond funded portion	\$12,339,555
Developer funded portion	\$ _____

AN ORDINANCE TO AMEND THE CODE OF  
THE COUNTY OF CHESTERFIELD, 1997, AS AMENDED,  
BY ADDING CHAPTER 9, ARTICLE XVI,  
SECTIONS 9-219, 9-220, 9-221, 9-222, 9-223, 9-224, 9-225  
AND 9-226 CREATING THE WATKINS CENTRE  
COMMUNITY DEVELOPMENT AUTHORITY

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

WHEREAS, the Board of Supervisors of Chesterfield County, Virginia (the "Board") has received a petition (the "Petition") from certain landowners (collectively, the "Landowners") for the creation of the Watkins Centre Community Development Authority (the "CDA"), and the Landowners have represented that they own more than 51% of the land within the proposed CDA district; and

WHEREAS, a public hearing has been held on August 23, 2006 by the Board on the adoption of this Ordinance and notice has been duly provided as set forth in §15.2-1427 of the Code of Virginia of 1950, as amended and §§15.2-5104 and 15.2-5156 of the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia of 1950, as amended (the "Act"); and

WHEREAS, the Board proposes to create the CDA in order to provide the transportation improvements described in the Petition; and

WHEREAS, the creation of the CDA to assist in financing the transportation improvements described in the Petition in connection with the proposed development within the CDA district will benefit the citizens of Chesterfield County, Virginia (the "County") by promoting increased employment opportunities, a strengthened economic base, increased tax revenues and additional business, retail and recreational opportunities, and will meet the increased demands placed upon the County as a result of development within the CDA district; and

WHEREAS, the Landowners have waived in writing their right to withdraw their signatures from the Petition in accordance with §15.2-5156 of the Act.

*(1) NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF CHESTERFIELD COUNTY, VIRGINIA, that Sections 9-219 through 9-227 of the Code of the County of Chesterfield, 1997, as amended, are hereby enacted as follows:*

Section 9-219 Creation of Authority. The Watkins Centre Community Development Authority (CDA) is hereby created as a political subdivision in accordance with the applicable provisions of the Virginia Water and Waste Authorities Act (the "Act"). The CDA shall have the powers set forth in the Act.

Section 9-220. Boundaries of CDA. The CDA boundaries shall initially include the property identified in Exhibit A, attached to this ordinance and presented to the Board of Supervisors upon creation of the District (the "Initial CDA District"). In accordance with §15.2-5157 of the Act, a copy of this Ordinance shall be recorded in the land records of the Circuit

Court of Chesterfield County for each tax map parcel in the CDA district as such CDA district exists at the time of issuance of the CDA's bonds (the "Bonds") and the CDA district shall be noted on the land records of the County. The Board of Supervisors, upon the request of the CDA or the Landowners, may, by adopting an amendment to this Ordinance, release or exclude from the CDA district (i) at any time before the issuance of the Bonds certain portions of land as long as at least 250 acres of land remain in the CDA district and (ii) after the issuance of the Bonds only de minimis portions of land not to exceed approximately two acres. In addition, the CDA may release and exclude from the CDA district parcels of land with respect to which all special assessments have been paid or prepaid.

Section 9-221. Facilities and Services. The CDA is created for the purpose of exercising the powers set forth in the Act, including financing, constructing, acquiring and developing, and owning and maintaining if necessary, certain transportation infrastructure in connection with the development of a mixed-use project consisting of commercial, industrial and office components as more particularly described in the Petition (the "Improvements"). The CDA shall have all the powers provided by the Act. The CDA shall not provide services which are provided by, or obligated to be provided by, any authority already in existence pursuant to the Act unless such authority provides the certification required by §15.2-5155 of the Act.

Section 9-222. Articles of Incorporation. Attached as Exhibit B and presented to the Board of Supervisors at the time of the adoption of this Ordinance are the proposed Articles of Incorporation of the CDA. The County Administrator is authorized and directed to execute and file such Articles of Incorporation on behalf of the Board with the State Corporation Commission in substantially the form attached as Exhibit B with such changes, including insubstantial changes to the boundary description of the CDA district described therein, as the County Administrator may approve. The County Administrator is authorized to approve such changes or corrections to the Articles of Incorporation prior to filing with the State Corporation Commission as do not change the purpose or function of the CDA as set forth in this Ordinance and in the Petition.

Section 9-223. Capital Cost Estimates. The Board hereby finds, in accordance with §15.2-5103(B) of the Act, that it is impracticable to include capital cost estimates, project proposals and project service rates, except as preliminarily summarized in the Petition.

Section 9-224. Membership of the Authority.

(a) The powers of the CDA shall be exercised by an authority board consisting of five members.

(b) All members of the CDA board shall be appointed by the Board by resolution in accordance with the provisions of §15.2-5113.

(c) The initial members of the CDA board shall be as set forth in the Articles of Incorporation for the terms set forth therein.

(d) Each CDA board member shall receive such compensation from the CDA for his or her services as a CDA board member as may be authorized from time to time by resolution of

the CDA board, provided that no member shall receive compensation in excess of \$300 per meeting attended unless authorized by resolution of the Board.

Section 9-225. Plan of Finance; Issuance of Bonds.

(a) The improvements, services and operations to be undertaken by the CDA as described herein and in the Petition shall be funded from all or some of the following sources: (i) the Bonds to be issued by the CDA; (ii) special assessments to be levied pursuant to Virginia Code Section 15.2-5158A5; and (iii) contributions made by the County of certain incremental tax revenues generated within the CDA district as more particularly described in the Petition and in the Memorandum of Understanding to be entered into by the CDA, the County and the Landowners.

(b) Upon the enactment of this Ordinance, the CDA will engage a professional administrator to prepare, with the assistance of the County, an assessment roll for all parcels of land within the CDA district. Such administrator will annually calculate the incremental tax revenues collected within the CDA district and will prepare a report which details the amount of the special assessment, if any, owed by the owner of each parcel of land within the CDA district.

(c) The Bonds to be issued by the CDA will be tax-exempt bonds and will not exceed a maximum aggregate amount of \$16,000,000. The proceeds from the sale of the Bonds will be used to pay the costs of the Improvements as described herein and in the Petition, the costs of issuing the Bonds and any required reserves, and interest on the Bonds for a period up to twenty-six (26) months after the issuance of the Bonds. If there are any proceeds from the sale of the Bonds remaining after the payment of these costs, such excess proceeds shall be used to pay down the Bonds. If the proceeds from the sale of the Bonds are insufficient to pay these costs, the Petitioners shall be solely responsible for paying any deficiency.

(d) Any bonds issued by the CDA or any other financing arrangements entered into by the CDA will be debt of the CDA, will not be a debt or other obligation of the County and will not constitute a pledge of the faith and credit of the County.

Section 9-226 Recordation of Ordinance. In accordance with §15.2-5157 of the Act, the Board hereby directs the Clerk of the Circuit Court of the County to record a copy of this Ordinance in its land records for each tax map parcel included in the CDA district and to note the existence of the CDA district on the land records of the County.

*(2). This Ordinance shall take effect immediately.*

The undersigned Clerk of the Board of Supervisors of Chesterfield County, Virginia, certifies that the foregoing constitutes a true, complete and correct copy of an Ordinance enacted at a regular meeting of the Board of Supervisors of the County of Chesterfield, Virginia, held on \_\_\_\_\_, 2006.

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Clerk, Board of Supervisors,  
Chesterfield County, Virginia

**Exhibits:**

- A – Initial CDA District Boundaries
- B – Proposed Articles of Incorporation



## EXHIBIT A

### Description of Community Development Authority Boundaries

<b><u>Tax Map Parcel</u></b>	<b><u>Owner</u></b>	<b><u>Acreage</u></b>
714-707-6311	WATKINS LAND L.L.C.	6.0
714-707-9182	WATKINS LAND L.L.C.	3.77
714-712-9323	WATKINS LAND L.L.C.	7.0
715-710-8459	WATKINS CHRISTOPHER O, ALIDA N. MARTIN, JANET N. KALENIAN	0.869
715-711-0444	WATKINS LAND L.L.C.	5.0
715-711-4043	WATKINS DANIEL S	5.32
715-712-3508	WATKINS LAND L.L.C.	7.0
716-710-0846	WATKINS CHRISTOPHER O, ALIDA N. MARTIN, JANET N. KALENIAN	2.813
716-710-2342	WATKINS CHRISTOPHER O, ALIDA N. MARTIN, JANET N. KALENIAN	0.195
716-713-6822	WATKINS DANIEL S & MARIA RICE	28.192
715-712-8474	GRAY LAND AND DEVELOPMENT COMPANY LLC	4.63
717-708-5080	WATKINS LAND L.L.C.	406.45
717-711-0537	WATKINS JEANNE G TRUSTEE	4.09
717-711-0707	HUGHES RYLAND J & JEANNE W	2.769
718-705-6022	WATKINS LAND L.L.C.	13.694
718-706-3636	WATKINS LAND L.L.C.	<u>6.434</u>
	Total Acres:	504.226

**Articles of Incorporation  
of  
Watkins Centre Community Development Authority**

The undersigned, pursuant to Chapter 51, Title 15.2 of the Code of Virginia, adopts the following Articles of Incorporation for the Watkins Centre Community Development Authority and states as follows:

**Article I**

**Name**

The name of this Authority is WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY (the "Authority").

**Article II**

**Organization**

Pursuant to an ordinance adopted by the Board of Supervisors of Chesterfield County, Virginia ("Board of Supervisors") on August 23, 2006 (the "Ordinance"), the Authority shall be organized by the County of Chesterfield, Virginia (the "County") under the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2 of the Code of Virginia of 1950, as amended) (the "Act"), as a political subdivision governed by the laws of the Commonwealth of Virginia.

**Article III**

**Members**

The affairs of the Authority shall be conducted by an authority board of five members ("CDA Board"). The initial CDA Board members are as set forth in Exhibit A attached hereto and incorporated by reference. All subsequent members shall be appointed by resolution of the Board of Supervisors. Each member shall serve a four year term, except the initial members who shall serve the terms of office set forth in Exhibit A hereto. The election of officers of the Authority shall be as set forth in the By-Laws of the Authority. Qualifications and appointment of members of the CDA Board shall be consistent with the requirements of the Act.

The CDA Board shall have the powers and duties set forth in the Act and in these Articles of Incorporation and the By-Laws, to the extent that such powers and duties are not inconsistent with the Act.

**Article IV**

**Principal Office**

The Authority's principal office shall be c/o Watkins Land, L.L.C., 101 Dry Bridge Road, Midlothian, Virginia 23114. The Authority may conduct its business and maintain offices for

such purposes at such other places within or without the County as may from time to time be deemed advisable by the CDA Board, and not in conflict with the requirements of the Act.

## **Article V**

### **Authority District**

The land initially encompassed within the Authority is set forth in Exhibit B attached hereto (the "Initial Authority District") provided that the Board of Supervisors by amendment of the Ordinance, upon the request of the Authority or the landowners petitioning to create the Authority, may release and exclude from the Authority district (i) at any time before the issuance of the Authority's bonds certain portions of land as long as at least [250] acres of land remain in the Authority district and (ii) after such bonds are issued only certain de minimis portions of land not to exceed approximately two acres. In addition, the Authority may release and exclude from the Authority district portions of land with respect to which all special assessments have been paid or prepaid.

## **Article VI**

### **Purposes and Powers**

The Authority is organized for the purpose of exercising all powers granted by the Act, including financing, planning, acquiring and constructing transportation infrastructure improvements generally described in the Petition to create the Authority attached hereto as Exhibit C. The Authority shall have all powers granted to a "community development authority" under the Act.

## **Article VII**

### **Not-for-Profit**

The Authority shall not be organized or operated for pecuniary gain or profit. No part of the net earnings of the Authority shall inure to the benefit of, or be distributable to any member, director, officer, or any other private person, except that the Authority shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Article VI.

## **Article VIII**

### **Amendment of Articles**

These Articles of Incorporation may be amended at any time and from time to time by the Board of Supervisors as now or hereafter prescribed by the Act.

## **Article IX**

### **Registered Office and Registered Agent**

The address of the initial registered office of the Authority is c/o Edmund S. Pittman, McGuireWoods LLP, One James Center, 901 East Cary Street, Richmond, Virginia 23219. The initial Registered Agent of the Authority is Edmund S. Pittman, whose business address is identical to that of the initial registered office and who is a resident of Virginia and a member of the Virginia State Bar.

### **Article X**

#### **Initial Members**

The names and addresses of the initial members of the CDA Board are as set forth on the attached and incorporated Exhibit A.

### **Article XI**

#### **Indemnification**

(a) For purposes of this Article XI the following definitions shall apply:

(i) "expenses" include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;

(ii) "liability" means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation;

(iii) "legal entity" means a corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise; and

(iv) "proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

(b) In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation, the members, directors and officers of the Authority shall not be liable to the Authority.

(c) The Authority shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Authority) because such individual is or was a member, director or officer of the Authority or because such individual is or was serving the Authority or any other legal entity in any capacity at the request of the Authority while a member, director or officer of the Authority, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are

incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a member, director or officer of a legal entity controlled by the Authority shall be deemed service at the request of the Authority. The determination that indemnification under this paragraph (c) is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a member or director, as provided by law, and in the case of an officer, as provided in Section (d) of this Article; provided, however, that if a majority of the members of the Authority has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the CDA Board and such person. Unless a determination has been made that indemnification is not permissible, the Authority shall make advances and reimbursements for expenses incurred by a member, director or officer in a proceeding upon receipt of an undertaking from such member, director or officer to repay the same if it is ultimately determined that such member, director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the member, director or officer and shall be accepted without reference to such member's, director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a member, director or officer acted in such a manner as to make such member, director or officer ineligible for indemnification. The Authority is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its members, directors or officers to the same extent provided in this paragraph (c).

(d) The Authority may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its members, directors and officers pursuant to paragraph (c) of this Article, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the members, directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Authority, and may contract in advance to do so. The determination that indemnification under this paragraph (d) is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the CDA Board, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under paragraph (c) of this Article shall be limited by the provisions of this paragraph (d).

(e) The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Authority. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Authority and indemnification under policies of insurance purchased and maintained by the Authority or others. However, no person shall be entitled to indemnification by the Authority to the extent such person is indemnified by another, including an insurer. The Authority is authorized to purchase and maintain insurance against any liability

it may have under this Article or to protect any of the persons named above against any liability arising from their service to the Authority or any other legal entity at the request of the Authority regardless of the Authority's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Authority from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

(f) No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation as of the \_\_\_\_ day of \_\_\_\_\_, 2006, as duly authorized by Ordinance adopted by the Board of Supervisors of Chesterfield County, Virginia on August 23, 2006.

By: \_\_\_\_\_  
County Administrator, County of  
Chesterfield, Virginia

## **Exhibit A**

### **Names and Addresses of Initial Members**

	<b>Term of Office</b>	
	<b><u>Commences</u></b>	<b><u>Expires</u></b>
Hugh D. Keogh 3402 Sarsen Court Midlothian, VA 232113	August 23, 2006	August 1, 2010
Robert L. Turner 14019 Old Hampstead Court Chester, VA 23831	August 23, 2006	August 1, 2010
Marshall Smith 2900 Bosham Lane Midlothian, VA 23113	August 23, 2006	August 1, 2010
Traci Stallings 2119 Normandstone Drive Midlothian, VA 23113	August 23, 2006	August 1, 2010
Douglas L. Sbertoli 13671 Kingsmill Rd. Midlothian, VA 23113	August 23, 2006	August 1, 2010



## Exhibit B

### Description of Initial Authority District

#### Tax Map Parcel Numbers

<u>Tax Map Parcel</u>	<u>Acreage</u>
714-707-6311	6.0
714-707-9182	3.77
714-712-9323	7.0
715-710-8459	0.869
715-711-0444	5.0
715-711-4043	5.32
715-712-3508	7.0
716-710-0846	2.813
716-710-2342	0.195
716-713-5414	28.192
717-708-5080	406.45
717-711-0537	4.09
717-711-0707	2.769
718-705-6022	13.694
718-706-3636	<u>6.434</u>
	499.596

RMA No. 3  
January 2, 2007

***WATKINS CENTRE COMMUNITY DEVELOPMENT AUTHORITY  
CHESTERFIELD COUNTY, VIRGINIA***

**Rate And Method of Apportionment  
Of Assessment**

**A. INTRODUCTION**

A Special Assessment shall be imposed and collected on real property within the Watkins Centre Community Development Authority ("CDA") through the application of the procedures described below. The Board of Directors of the CDA or their designee shall make all determinations in this Rate and Method of Apportionment of Special Assessment unless stated otherwise.

**B. DEFINITIONS**

The terms used herein shall have the following meanings:

**"Act"** means the Virginia Water and Waste Authorities Act, beginning with §15.2-5100 *et seq.* of the Code of Virginia, 1950, as it may be amended from time to time.

**"Adjusted Annual Parcel Installment"** means the amount calculated as the Adjusted Annual Parcel Installment for each Parcel pursuant to Section D.

**"Administrative Expenses"** means the following costs directly related to the administration of the CDA: the actual costs of computing the Annual Installments; the actual costs of collecting the Annual Installments (whether by the County or otherwise); the actual costs of remitting the Annual Installments to the Trustee; the actual costs of the Administrator and Trustee (including legal counsel) in the discharge of their duties; the costs of the CDA of complying with arbitrage rebate requirements; the costs of the CDA of complying with securities disclosure requirements; and any other costs of the CDA in any way related to the administration and operation of the CDA, including, without limitation, the costs of official meetings of the CDA, the costs of legal counsel and other consultants and advisors, and costs related to commencing foreclosure and pursuing collection of delinquent Annual Installments.

**"Administrator"** means the official or designee of the CDA who shall have the responsibilities as provided herein, in the Bond Indenture, or by the Board of Directors.

**"Annual Credit"** means the amount calculated as the Annual Credit for each Parcel pursuant to Section D.

**“Annual Installment”** means the portion of the Special Assessment as set forth in the Special Assessment Roll that may be collected each Assessment Year from all Parcels in the CDA.

**“Annual Parcel Installment”** means the allocation of the Annual Installment to each Parcel pursuant to Section D.

**“Annual Payment”** shall be the portion of the Annual Parcel Installment to be collected from each Parcel each Assessment Year as determined by the provisions of Section D.1.

**“Annual Revenue Requirement”** means, for any Assessment Year, the lesser of (A) the Annual Installment for the Assessment Year and (B) the sum of the following: (1) debt service on the Bonds to be paid from the Annual Installments; (2) periodic costs associated with such Bonds, including but not limited to, rebate payments and any credit enhancement on the Bonds; (3) Administrative Expenses; and (4) a contingency; less (5) Incremental Tax Revenues available to the CDA that may be applied to the Annual Revenue Requirement; (6) any credits applied under the Bond Indenture, such as capitalized interest or interest earnings on any account balances, and (7) any other funds available to the CDA that may be applied to the Annual Revenue Requirement.

**“Assessed Property”** means, for any Assessment Year, Parcels within the CDA other than Non-Benefited Property.

**“Assessment Year”** means the annual cycle in which the Annual Payment is determined each year for each Parcel, the Annual Payment is collected, and these revenues are applied to the payments on the Bonds each year.

**“Board of Directors”** means the Board of Directors of the CDA.

**“Bond Indenture”** means the indenture or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended and/or supplemented from time to time.

**“Bonds”** means any bonds or other debt, including refunding bonds, whether in one or more series, issued by or on behalf of the CDA under the Act and to be repaid with the Special Assessments and other available revenues.

**“Building Square Footage”** or **“BSF”** means the actual or, for property not yet developed, the estimated leasable building area as shown on the building permit, architectural plans or other available documents, as estimated by the Administrator. If no information is available on the estimated leasable building area, Building Square Footage may be estimated by net usable land area and the estimated or allowable floor to area ratio for the property.

**“County”** means the Chesterfield County, Virginia.

**“Equivalent Units”** means the Building Square Footage in 1,000s of square feet built or that may be built on a Parcel multiplied by the factors for each land use class shown below:

Land Use Class 1	1.00 per 1,000 BSF
Land Use Class 2	0.52 per 1,000 BSF
Land Use Class 3	0.56 per 1,000 BSF

**“Incremental Tax Revenues”** has the meaning given to such term in the Memorandum of Understanding approved on \_\_\_\_\_, 2007, by the County.

**“Land Use Class 1”** means Assessed Property used or intended to be used primarily for retail sales to the general public, including any ancillary uses thereto.

**“Land Use Class 2”** means Assessed Property used or intended to be used primarily as a hotel, including any ancillary uses thereto.

**“Land Use Class 3”** means Assessed Property used or intended to be used primarily as office space, including any ancillary uses thereto, and any Assessed Property that is not classified as Land Use Class 1 or 2.

**“Mandatory Special Assessment Prepayment”** shall mean a mandatory prepayment of Special Assessments pursuant to Section J.

**“Non-Benefited Property”** means Public Property, Owner Association Property, or easements that create an exclusive use for a public utility provider.

**“Owner Association Property”** means Parcels within the boundaries of the CDA owned by or irrevocably offered for dedication to a property owners’ association (if not used in a trade or business) and available for use by property owners in general.

**“Parcel”** means a lot or parcel with a tax map identification number assigned by the County for real property tax purposes.

**“Principal Portion of the Assessment”** means the portion of the Special Assessments equal to the outstanding principal amount of the Bonds. The Principal Portion of the Assessments shall be allocated to Assessed Property proportionate to the Special Assessments as set forth in Section C hereof. The Principal Portion of the Assessments may be increased for refunding bonds or other reasons as long as the total of the Special Assessments are not increased as set forth in the Special Assessment Roll.

**“Public Improvements”** means those improvements that the CDA has been authorized to provide.

**“Public Property”** means, for any Assessment Year, property within the boundaries of the CDA owned by or irrevocably offered for dedication to the federal government,

Commonwealth of Virginia, the County, the CDA, or any other public agency, political subdivision, or entity, whether in fee simple or any other property ownership interest that creates a substantially exclusive use in the property.

**“Special Assessment”** means the Special Assessment on each parcel, including both the Principal Portion of the Special Assessment and the Annual Installment, as shown on the Special Assessment Roll, as calculated by the Administrator and confirmed by the Board of Directors pursuant to the provisions of Section C.1., as it may be reapportioned upon the subdivision of any Parcel according to the provisions of Section C.2. and as it may be reduced according to the provisions of Sections C.3.

**“Special Assessment Roll”** means the document attached hereto as Appendix A-1 and A-2, as updated from time to time by the Board of Directors of the CDA in accordance with the procedures set forth herein.

**“Trustee”** means the fiscal agent or trustee as specified in the Bond Indenture, including a substitute fiscal agent or trustee.

## **C. SPECIAL ASESSMENTS**

### **1. The Amount of the Special Assessment**

The total of the Special Assessments and the Annual Installments shall not exceed the amounts set forth in the Special Assessment Roll as it may be updated from time to time as provided for herein. The Special Assessment for each Parcel shall be set by the Board of Directors prior to the issuance of the Bonds and shall not be changed thereafter except pursuant to the provisions herein. The Board of Directors shall set the Special Assessment on each Parcel according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Special Assessment for a Parcel

B = the total of the Special Assessments for all Parcels as shown in the Special Assessment Roll

C = the Equivalent Units of a Parcel

D = the sum of the Equivalent Units of all of the Parcels in the CDA.

Upon a change in the estimate of the total of the Equivalent Units of a Parcel, the Board of Directors may reapportion the Special Assessment on some or all of the Parcels upon the unanimous request of the owners of the Parcels for which the Special Assessment is to be reapportioned. The reapportionment shall be made according to the following formula:

$$A = (B \div C) \times D$$

Where the terms have the following meanings:

- A = the Special Assessment of the Parcel
- B = the Equivalent Units of a Parcel
- C = the total Equivalent Units of all Parcels subject to the reallocation
- D = the total of the Special Assessments for all Parcels subject to the reallocation.

The computation of the Equivalent Units shall be calculated by the Administrator, based on the information available regarding the use of the Parcel, and the estimate of the Administrator shall be final. The Administrator shall use consistent standards in preparing the calculations and shall prepare and keep in the records of the CDA the computations made according to this section.

The total of all Special Assessment shall not be reduced after the issuance of Bonds except as provided below.

## **2. Reapportionment of Special Assessment Upon the Subdivision of a Parcel**

### **a. Subdivision of a Parcel**

Upon the subdivision of any Parcel, the Special Assessment (including both the Principal Portion of the Special Assessment and the Annual Installments) of the Parcel prior to the subdivision shall be reallocated to each new Parcel in proportion to the Equivalent Units of each Parcel and the Special Assessment for the Parcel prior to the subdivision. The reapportionment of the Special Assessment shall be represented by the formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Special Assessment of the Parcel
- B = the Special Assessment of the Parcel prior to the subdivision
- C = the Equivalent Units of a Parcel
- D = the sum of the Equivalent Units of all of the new Parcels of Assessed Property that result from the subdivision.

The computation of the Equivalent Units shall be calculated by the Administrator based on the information available regarding the use of the Parcel. The Administrator shall use consistent standards in preparing the calculations and shall prepare and keep in the records of the CDA the computations made according to this section.

In all cases, the Special Assessment after the subdivision of a Parcel shall equal the sum of the Special Assessment before the subdivision of the Parcel.

**b. Consolidation of a Parcel**

Upon the consolidation of two or more Parcels, the Special Assessment Part for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to the consolidation, with each calculated separately.

**3. Reduction in the Special Assessment**

**a. Reduction in Costs**

If the Board of Directors resolves that the total actual costs to be incurred by the CDA, including the costs of the Public Improvements and the costs related to the issuance and repaying of Bonds, including refunding bonds, and Administrative Expenses are less than the total amount of the Special Assessments, then the Board of Directors shall reduce the Special Assessments (including the Principal Portion of the Special Assessments and the Annual Installments, as applicable) such that the sum of Special Assessments equals the total costs incurred or to be incurred. The Special Assessments shall be reduced for every Parcel of Assessed Property in the CDA in the following manner. First, if the Public Improvements were not completed and any Parcels were not fully improved by the Public Improvements, the Special Assessments shall be reduced on these Parcels to represent the Public Improvements made to these Parcels compared to the Public Improvements made to the other Parcels, taking into consideration the use of the Public Improvements by each land use class, as represented by the Equivalent Unit factors and the Public Improvements actually provided. The Board of Directors may provide for the reduction in the Special Assessments by equal percentage for each Parcel or some other means if the Board of Directors determines this would be the most fair or practical method of reducing the Special Assessments. Second, if additional reductions are to be made in the Special Assessments, the Special Assessments shall be reduced by an equal percentage such that the sum of the resulting Special Assessment for every Parcel equals the actual costs to be incurred by the CDA.

The Special Assessments as reduced according to the provisions of this section shall not be reduced to an amount that is less than the outstanding amount of the previously issued Bonds, debt service on the outstanding Bonds, and estimated Administrative Expenses.

**b. Repayment of the Bonds**

The Special Assessments applicable to any Parcel shall be reduced each year as Bonds are repaid. The Principal Portion of the Special Assessments shall be reduced for the principal portion of the Annual Installments collected from each Parcel. The Special Assessments shall also be reduced for the Annual Installments collected or foregone (that is, the portion of the Annual Installments that exceeded the Annual Revenue Requirement and is not to be collected).

**D. METHOD OF DETERMINING THE ANNUAL PAYMENT**

Commencing with the Annual Payment to be collected in the 2007-2008 Assessment Year and for each following Assessment Year, the Administrator shall calculate and the Board of Directors shall confirm the Annual Payment on each Parcel.

**1. The Annual Payment**

The Annual Payment for each Parcel shall be calculated in the following manner:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Annual Payment for a Parcel;
- B = the Annual Revenue Requirement for the Assessment Year for which the Annual Payment is being calculated;
- C = the Adjusted Annual Parcel Installment for the Parcel;
- D = the Adjusted Annual Parcel Installment for all Parcels in the CDA.

**2. The Adjusted Annual Parcel Installment**

The Adjusted Annual Parcel Installment for a Parcel shall equal the Annual Parcel Installment for each Parcel less the Annual Credit for the Parcel.

**3. The Annual Parcel Installment**

The Annual Assessment for each Parcel shall be calculated in the following manner:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Annual Parcel Installment for a Parcel
- B = the Annual Installment for all Parcels in the CDA for that Assessment Year as set forth in the Assessment Roll
- C = the Principal Portion of the Special Assessments for the Parcel
- D = the Principal Portion of the Special Assessments for all Parcels in the CDA.

**4. The Annual Credit**

The Annual Credit for each Parcel, for each Assessment Year, shall be equal to the Incremental Tax Revenues included in the calculation of the Annual Revenue Requirement for that Assessment Year allocable to that Parcel. For purposes of calculating the Incremental Tax Revenues for each Parcel, the base year tax revenues for



each tax included in the Incremental Tax Revenues shall be allocated to each Parcel on the basis of the total of the tax revenues from which the Incremental Tax Revenues are calculated. For example, for real property tax increment revenues, the base real property tax revenues would be allocated to each parcel in proportion to the total real property tax revenues of the parcel divided by the total real property taxes of all parcels in the CDA (using the total real property tax revenues from which the Incremental Tax Revenues are calculated).

In the event a Parcel is subdivided into new Parcels in an Assessment Year prior to the payment of the Annual Payment and a portion of the Parcel becomes Non-Benefited Property, the Annual Payment shall be collected on the Parcel or Parcels of Assessed Property based on the allocation of the Special Assessment pursuant to Section C.

**E. UPDATING THE ASSESSMENT ROLL**

The Board of Directors shall update Special Assessment Roll each Assessment Year to reflect (i) the current Parcels in the CDA, (ii) the Special Assessment allocated for each Parcel, including any adjustments to the Special Assessment as provided for in Section C, (iii) the Principal Portion of the Special Assessment for each Parcel; (iv) the Annual Parcel Installment for each Parcel, (v) the Annual Credit and Annual Payment for each Parcel for the Assessment Year, (vi) prepayments of the Special Assessment, and (vii) termination of the Special Assessment.

**F. MANNER OF COLLECTION OF THE ANNUAL PAYMENT**

Annual Payment shall be collected in the same manner and at the same time as regular property taxes of the County and shall be subject to the same penalties, procedures, sale, and lien priorities in case of delinquencies as are provided for regular property taxes of the County. The CDA shall notify the County of the amount of the Annual Payment to be collected on each Parcel each Assessment Year in a timely manner to allow the collection of the Annual Payment by the County. The Board of Directors may provide for other means of collecting the Annual Payment, to the extent permitted under the Act.

**G. ADMINISTRATIVE REVIEW**

An owner of a lot claiming that a calculation error has been made in the update of Special Assessment Roll in any Assessment Year shall send a written notice describing the error to the Board of Directors (or the Administrator if delegated to review appeals pursuant to this section by the Board of Directors) not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Board of Directors (or the Administrator if so designated by the Board of Directors) shall promptly review the notice, and if necessary, meet with the property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Board of Directors (or the Administrator if so designated by the Board of Directors) determines that a calculation error has been made that requires Special Assessment Roll to be modified or changed in favor of the property owner, a cash refund may not be made for any amount previously paid by the owner (except for the final Assessment Year during which the Special Assessment shall be collected or if a determination is made that there are sufficient funds available to meet the Annual Revenue Requirement for an Assessment Year), but an adjustment shall be made in the amount of the Annual Payment to be paid in the following Assessment Year. The decision of the CDA or its designee regarding a calculation error relating to the Special Assessment Roll shall be conclusive as long as there is a reasonable basis for the determination.

#### **H. TERMINATION OF SPECIAL ASSESSMENTS**

Except for any delinquent Annual Payments and related penalties and interest, the Special Assessment shall be collected for a term not to exceed the term of all of the Bonds. In no event shall the Special Assessments be collected beyond the period in which the Special Assessment or the Bonds are fully paid as provided for herein.

After the retirement of all Bonds, and the collection of any delinquent Annual Payments, penalties and interest, the CDA shall provide each owner of a Parcel a recordable document (or provide for the recordation of such document) evidencing the termination of the imposition and collection of Special Assessment.

#### **I. PREPAYMENT OF SPECIAL ASSESSMENT**

The Special Assessment on any Parcel may be fully paid at any time, the Special Assessment reduced to zero, and the obligation to pay the Annual Installments permanently satisfied by payment of an amount calculated according to the following provisions:

1. A sum equal to the Principal Portion of the Special Assessment for the Parcel, as it may have been set, reapportioned or reduced pursuant to the provisions of Sections C.1., C.2., C.3., and C.4; less,
2. A credit for the reserve fund equal to the amount provided for in the Bond Indenture; plus,
3. A sum equal to (a) the amount needed to pay interest on the outstanding Bonds to be redeemed and the investment earnings on the prepayment amount until the Bonds can be called and redeemed, after taking into consideration the Annual Payment paid or to be paid but not accounted for in the calculation of the Principal Portion of the Special Assessment in Step 1 and (b) expenses of the CDA related to the prepayment.

The amounts calculated in the preceding steps shall be paid to the CDA and shall be distributed by the CDA to pay costs related to the prepayment and according to the Bond

Indenture. Upon the payment of such prepayment amount to the CDA, the obligation to pay the Special Assessment for such Parcel shall be deemed to be permanently satisfied, the Special Assessment for such Parcel shall be reduced to zero, the Annual Installment shall not be collected on the Parcel thereafter, and the CDA shall provide to the owner (or cause to be recorded) a recordable notice of the payment of the Special Assessment within a reasonable period of time of receipt of such prepayment amount.

## **J. MANDATORY PREPAYMENT OF SPECIAL ASSESSMENTS**

### **1. Prepayment of Special Assessments for Non-Benefited Property**

A prepayment of the Special Assessment shall be required on any Parcel that is acquired by an entity that results in the Parcel being classified as Non-Benefited Property, if the Special Assessment may not be reapportioned to a Parcel of Assessed Property pursuant to the provisions of Sections C.1. or C.2. In the event an entire Parcel becomes Non-Benefited Property such that the Special Assessment cannot be reallocated to any other Parcel pursuant to the provisions of Sections C.1 or C.2., the Special Assessment shall become immediately due and payable and shall be collected from proceeds of a sale, condemnation, or other form of compensation for the property or from any other legally available source of funds. The prepayment of the Special Assessment shall be calculated as set forth in Section I.

### **2. Prepayment of Special Assessments Resulting From a Reduction in Equivalent Units**

The Special Assessments shall be prepaid in part upon a reduction of the Equivalent Units that results in the Principal Portion of the Special Assessments exceeding a maximum amount per Equivalent Unit as set forth in the Bond Indenture. The Mandatory Prepayment shall be due from the Parcel (or any resultant Parcels) that results in the application of the provisions of this section.

The Mandatory Prepayment shall be calculated as set forth in Section I, with the Principal Portion of the Special Assessment being prepaid for the reduction in the number of Equivalent Units.

The Mandatory Prepayment shall be due prior to the recordation, conveyance, or other action that results in a change to any Parcel that results in a Mandatory Prepayment. The Mandatory Prepayment shall have the same sale and lien priorities as provided for by law for the Assessments.

The Mandatory Prepayment shall not exceed the amount of the outstanding Bonds plus any amounts owed on the Bonds, including accrued interest and redemption fees.

**K. AMENDMENTS**

Immaterial amendments may be made to this Rate and Method of Apportionment of Special Assessment by the Board of Directors without further notice under the Act and without notice to owners of Assessed Property within the CDA. Immaterial amendments shall be those that (i) clarify or correct minor inconsistencies in the matters set forth herein, (ii) provide for lawful procedures for the collection and enforcement of the Special Assessment and other charges imposed herein so as to assure their efficient collection, and (iii) otherwise improve the ability of the CDA to fulfill its obligations to impose and collect the Special Assessment and charges imposed herein and to make it available for the payment of the Bonds, Administrative Expenses, and other costs of the CDA. No such amendment shall be approved unless and until it has (i) been found and determined that the amendment is necessary and appropriate and does not materially adversely affect the rights of the owners of the Bonds and (ii) received an opinion of a nationally recognized bond counsel to the effect that the amendment is permitted by the terms of the Bond Indenture and this Rate and Method of Apportionment of Special Assessment. Amendments may not be made to this Rate and Method of Apportionment of Special Assessment pursuant to the procedure described above that would increase the total of the Special Assessment or charges as set forth herein.

**L. INTERPRETATION OF PROVISIONS**

The Board of Directors shall make all interpretations and determinations related to the application of this Rate and Method of Apportionment of Special Assessment, unless stated otherwise herein or in the Bond Indenture, and as long as there is a rational basis for the determination made by the Board of Directors, such determination shall be conclusive.

**M. SEVERABILITY**

If any section or part of a section of this "Rate and Method of Apportionment of Special Assessment" is declared invalid or unenforceable, the validity, force, and effect of any other section or part of a section herein shall not thereby be affected or impaired unless such other section or part of a section herein is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unenforceable.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.3.a.

**Subject:**

Acceptance of a Parcel of Land Along the West Right of Way Line of Jefferson Davis Highway from Affordable Residences in Chesterfield, II

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*JHR*

**Board Action Requested:**

Accept the conveyance of a parcel of land containing 0.022 acres along the west right of way line of Jefferson Davis Highway (US Route 1 and 301) from Affordable Residences in Chesterfield, II, and authorize the County Administrator to execute the deed.

**Summary of Information:**

It is the policy of the county to acquire right of way whenever possible through development to meet the ultimate road width as shown on the County Thoroughfare Plan. The dedication of this parcel conforms to that plan, and will decrease the right of way costs for road improvements when constructed.

**District:** Bermuda

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



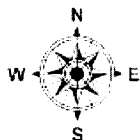
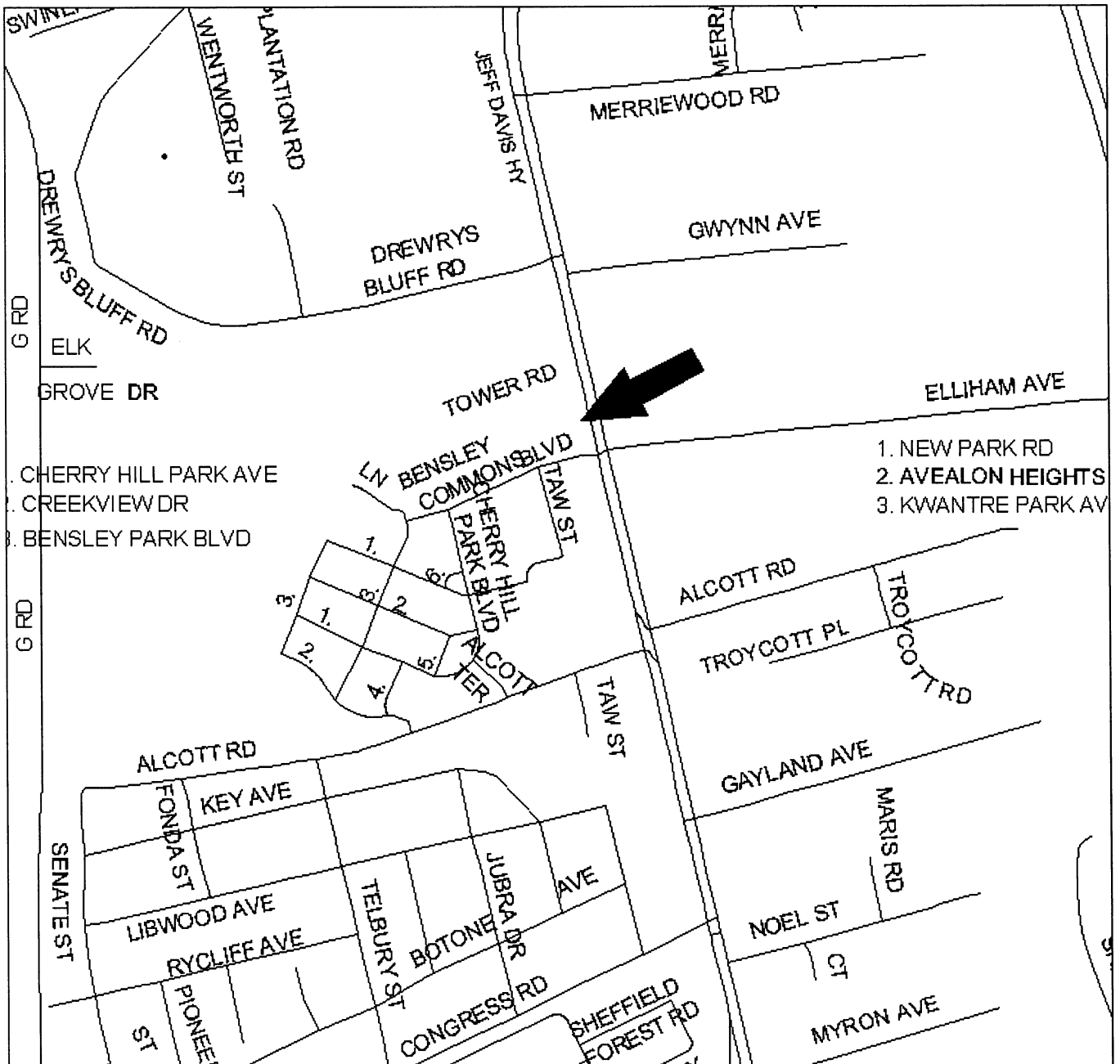
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**000129**

# VICINITY SKETCH

ACCEPTANCE OF A PARCEL OF LAND ALONG THE WEST  
RIGHT OF WAY LINE OF JEFFERSON DAVIS HIGHWAY  
FROM AFFORDABLE RESIDENCES IN CHESTERFIELD II



Chesterfield County Department of Utilities



1 inch equals 650 feet

000130

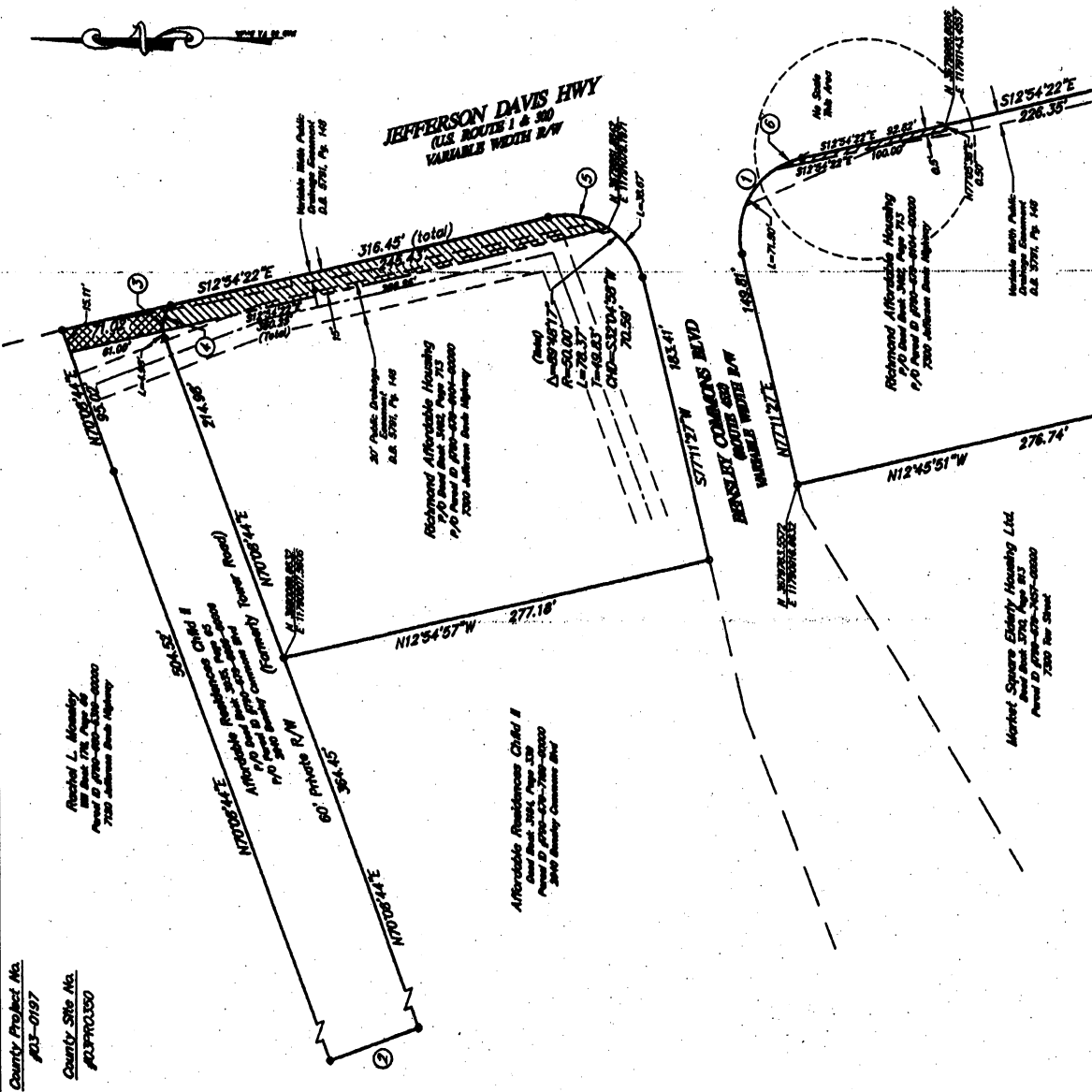
County Project No.  
03-0187

County Site No.  
03PR0350

**SURVEY PLAT**  
**SHOWING THREE PARCELS TO BE DEDICATED**  
**TO THE COUNTY OF CHESTERFIELD, VIRGINIA,**  
**LOCATED AT JEFFERSON DAVIS HIGHWAY AND**  
**BENSLEY COMMONS BOULEVARD, BERMUDA**  
**DISTRICT, CHESTERFIELD COUNTY, VIRGINIA**  
**DATE: DECEMBER 13, 2006**



**JORDAN CONSULTING ENGINEERS, P.C.**  
**2540 PROFESSIONAL ROAD**  
**RICHMOND, VIRGINIA 23265**  
**804-272-7009**



- ① (New)  $\Delta=8072.23'$   
 $R=50.00'$   
 $L=78.72'$   
 $CMD=50751.32'E$   
 $70.84'$
- ② (New)  $N1254.22'W$   
 $80.44'$
- ③ (New)  $\Delta=8716.45'$   
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 $L=72.14'$   
 $CMD=50842.30'E$   
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 $L=17.54'$   
 $CMD=57476.10'E$   
 $17.08'$
- ⑤  $\Delta=4528.53'$   
 $R=50.00'$   
 $L=38.69'$   
 $CMD=50835.26'W$   
 $38.66'$
- ⑥  $\Delta=4875.43'$   
 $R=50.00'$   
 $L=7.21'$   
 $CMD=57637.15'E$   
 $7.20'$

**Notes:**  
1. The meter and bounds for the parcels depicted herein were taken from prior field boundary surveys by Jordan Consulting Engineers, P.C. and from courthouse records and research. The plat does not represent a current boundary survey of the subject parcels shown herein.  
2. There may be existing easements or encroachments across the subject parcels which are not depicted.  
3. 25 Acres, 0.640 acres, was dedicated to the County of Chesterfield by Deed Book 3325, page 982, a portion of which was then Gifted to the County of Chesterfield by Deed Book 3672, page 624.

030429WML.C3D - 030429WML.C3D - 030429W-2.DWG



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.3.b.

**Subject:**

Acceptance of a Parcel of Land Along the South Right of Way Line of Hull Street Road from the Trustees of Woodlake United Methodist Church

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*[Signature]*

**Board Action Requested:**

Accept the conveyance of a parcel of land containing 0.430 acres along the south right of way line of Hull Street Road (State Route 360) from the Trustees of Woodlake United Methodist Church, and authorize the County Administrator to execute the deed.

**Summary of Information:**

It is the policy of the county to acquire right of way whenever possible through development to meet the ultimate road width as shown on the County Thoroughfare Plan. The dedication of this parcel conforms to that plan, and will decrease the right of way costs for road improvements when constructed.

**District:** Matoaca

**Preparer:** \_\_\_\_\_ John W. Harmon

**Title:** \_\_\_\_\_ Right of Way Manager

**Attachments:**



Yes



No

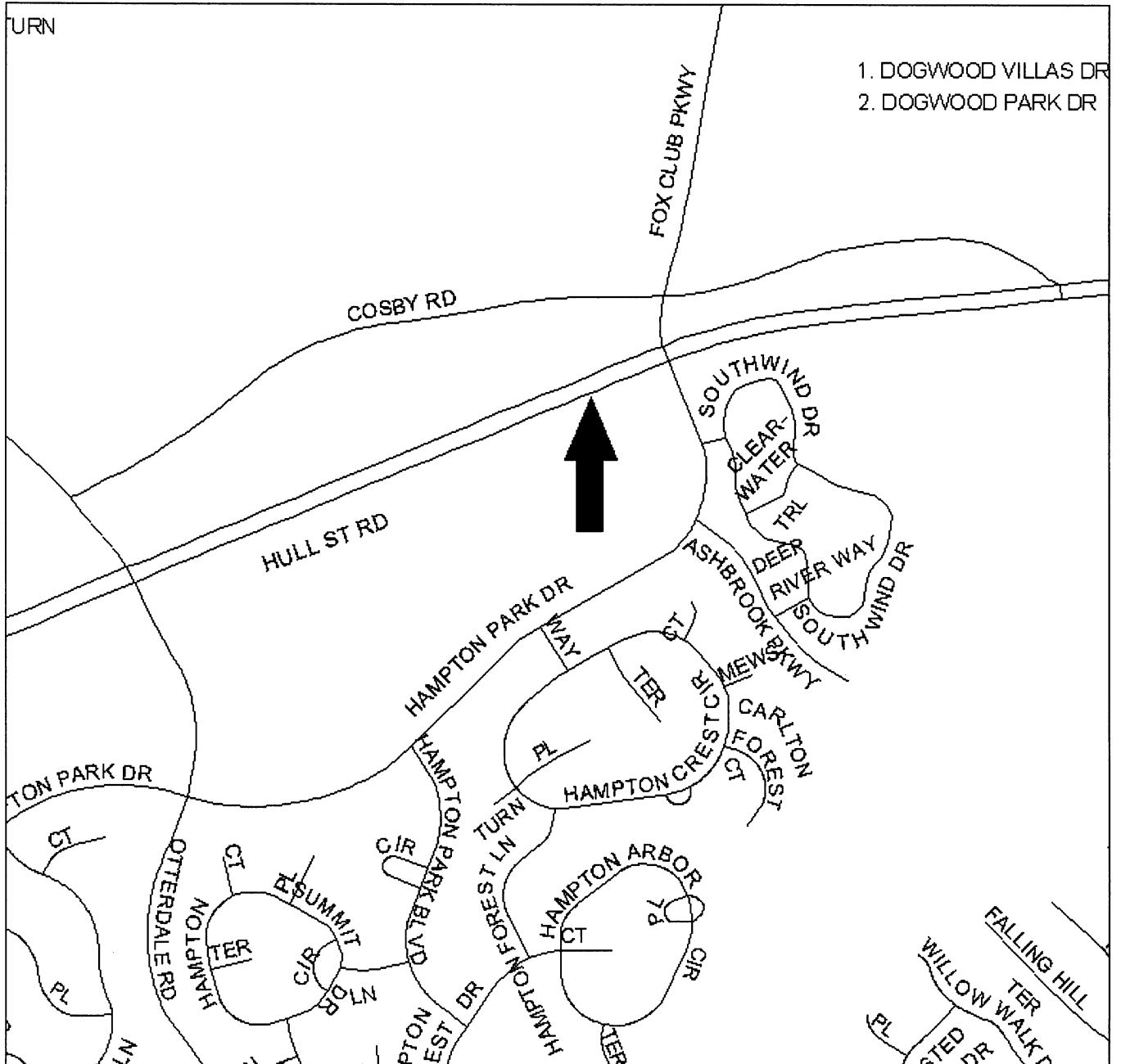
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**000132**



# VICINITY SKETCH

ACCEPTANCE OF A PARCEL OF LAND ALONG THE SOUTH  
RIGHT OF WAY LINE OF HULL STREET ROAD FROM THE  
TRUSTEES OF WOODLAKE UNITED METHODIST CHURCH

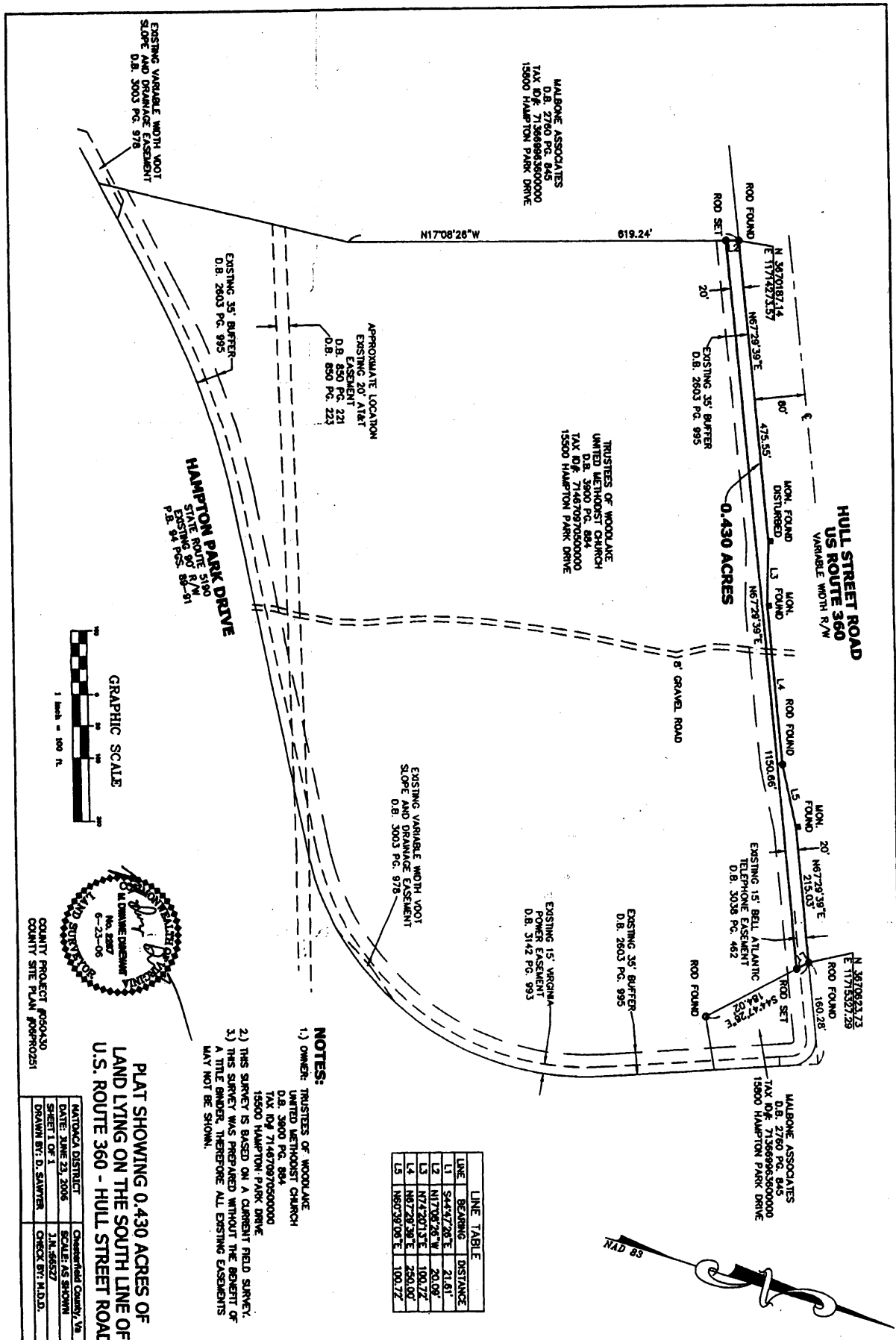


Chesterfield County Department of Utilities



1 inch equals 666.67 feet

000133



**TIMMONS GROUP**

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THIS DRAWING PREPARED AT THE CORPORATE OFFICE  
1001 Rockledge Parkway, Suite 200 | Richmond, VA 23262  
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Site Development Residential Infrastructure Technology

000134



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.3.c.

**Subject:**

Acceptance of Parcels of Land Along the North Right of Way Line of River Road from Bank of McKenney

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*JWP*

**Board Action Requested:**

Accept the conveyance of three parcels of land containing a total of 0.003 acres from Bank of McKenney, and authorize the County Administrator to execute the deed.

**Summary of Information:**

Staff requests that the Board of Supervisors accept the conveyance of three parcels of land containing a total of 0.003 acres along the north right of way line of River Road. This dedication is for the development of Bank of McKenney.

**District:** Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



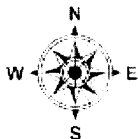
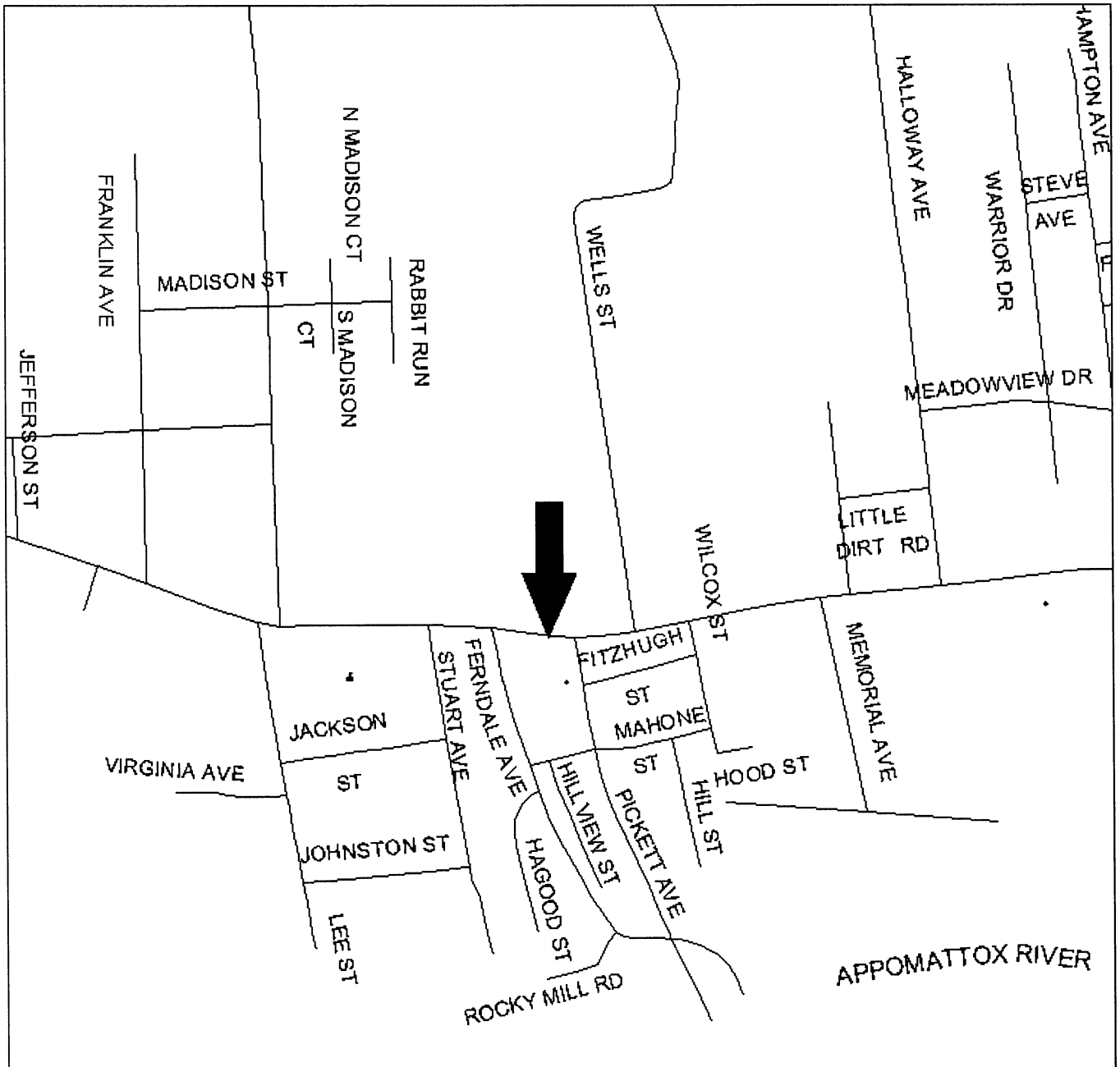
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**000135**

# VICINITY SKETCH

ACCEPTANCE OF PARCELS OF LAND ALONG  
THE NORTH OF RIGHT OF WAY LINE OF  
RIVER ROAD FROM BANK OF MCKENNEY



Chesterfield County Department of Utilities



1 inch equals 666.67 feet

000136





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.3.d.1.

**Subject:**

Acceptance of a Parcel of Land for a Turn Lane on Otterdale Road from Oakbridge Corporation

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*JRH*

**Board Action Requested:**

Accept the conveyance of a parcel of land containing 0.117 acres for a turn lane on Otterdale Road from Oakbridge Corporation, and authorize the County Administrator to execute the deed.

**Summary of Information:**

Staff requests that the Board of Supervisors accept the conveyance of a parcel of land containing 0.117 acres for a turn lane on Otterdale Road. This dedication is for the development of Harpers Mill Subdivision.

Approval is recommended.

**District:** Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



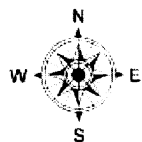
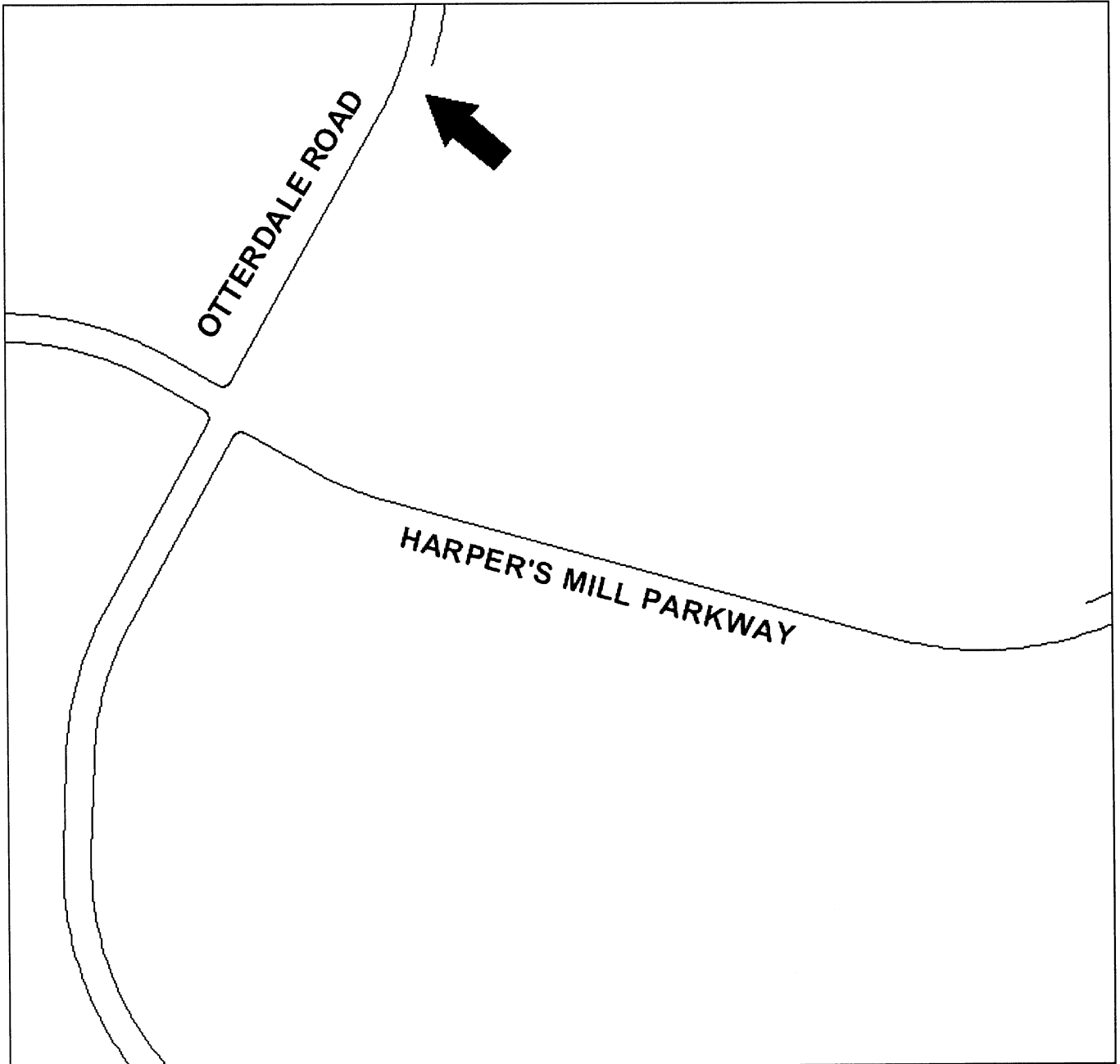
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**000138**

# VICINITY SKETCH

ACCEPTANCE OF A PARCEL OF LAND FOR  
A TURN LANE ON OTTERDALE ROAD  
FROM OAKBRIDGE CORPORATION

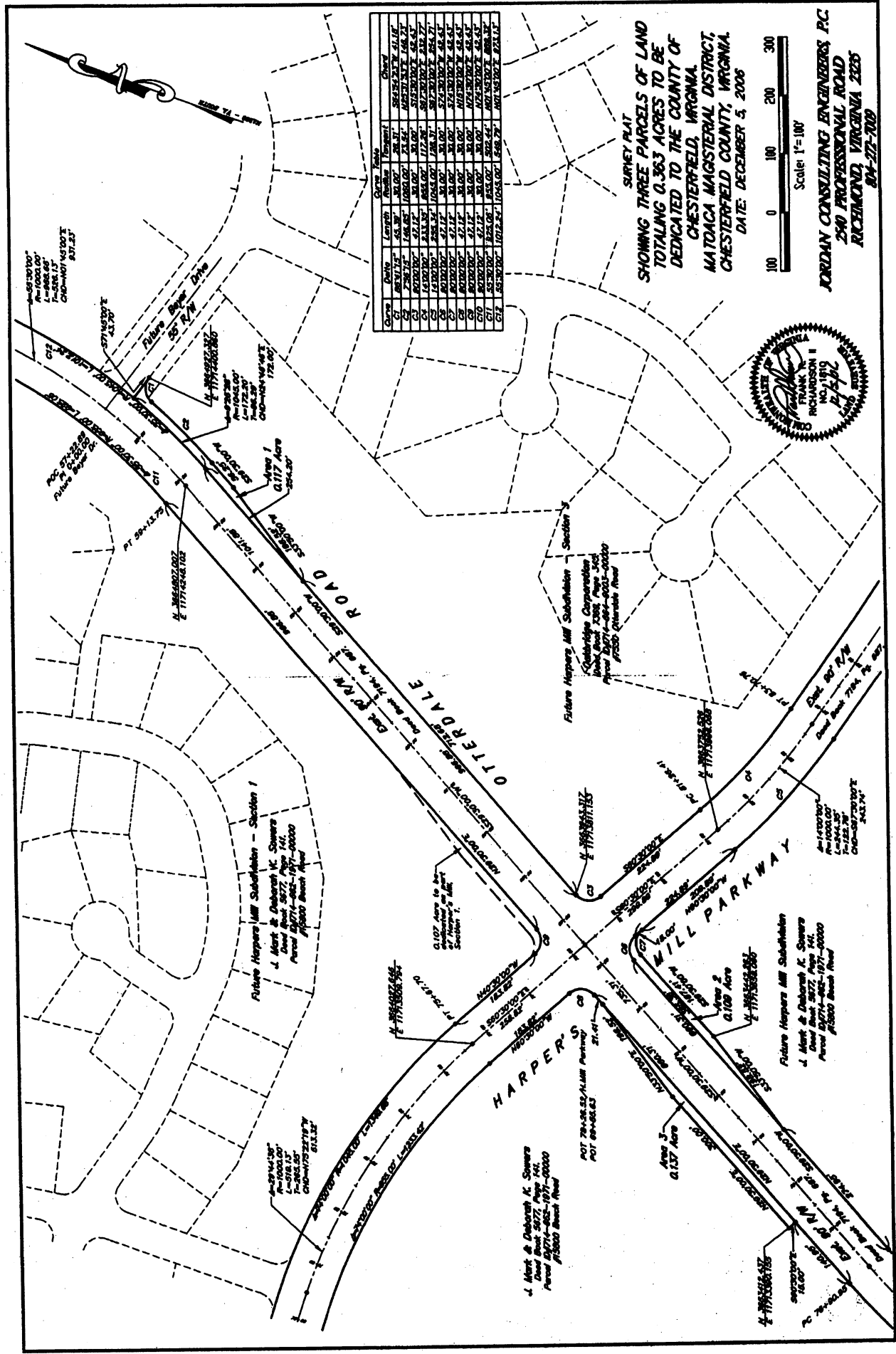


Chesterfield County Department of Utilities



1 inch equals 437.52 feet

000139



0300-SS06-028 - 0300-SS06-030 - 0300-4PRT1-016





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.3.d.2.

**Subject:**

Acceptance of Parcels of Land for Turn Lanes on Otterdale Road from J. Mark Sowers and Deborah K. Sowers

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*[Signature]*

**Board Action Requested:**

Accept the conveyance of two parcels of land containing a total of 0.246 acres for turn lanes on Otterdale Road from J. Mark Sowers and Deborah K. Sowers, and authorize the County Administrator to execute the deed.

**Summary of Information:**

Staff requests that the Board of Supervisors accept the conveyance of two parcels of land containing a total of 0.246 acres for turn lanes on Otterdale Road. This dedication is for the development of Harpers Mill Subdivision.

Approval is recommended.

**District:** Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



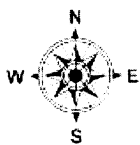
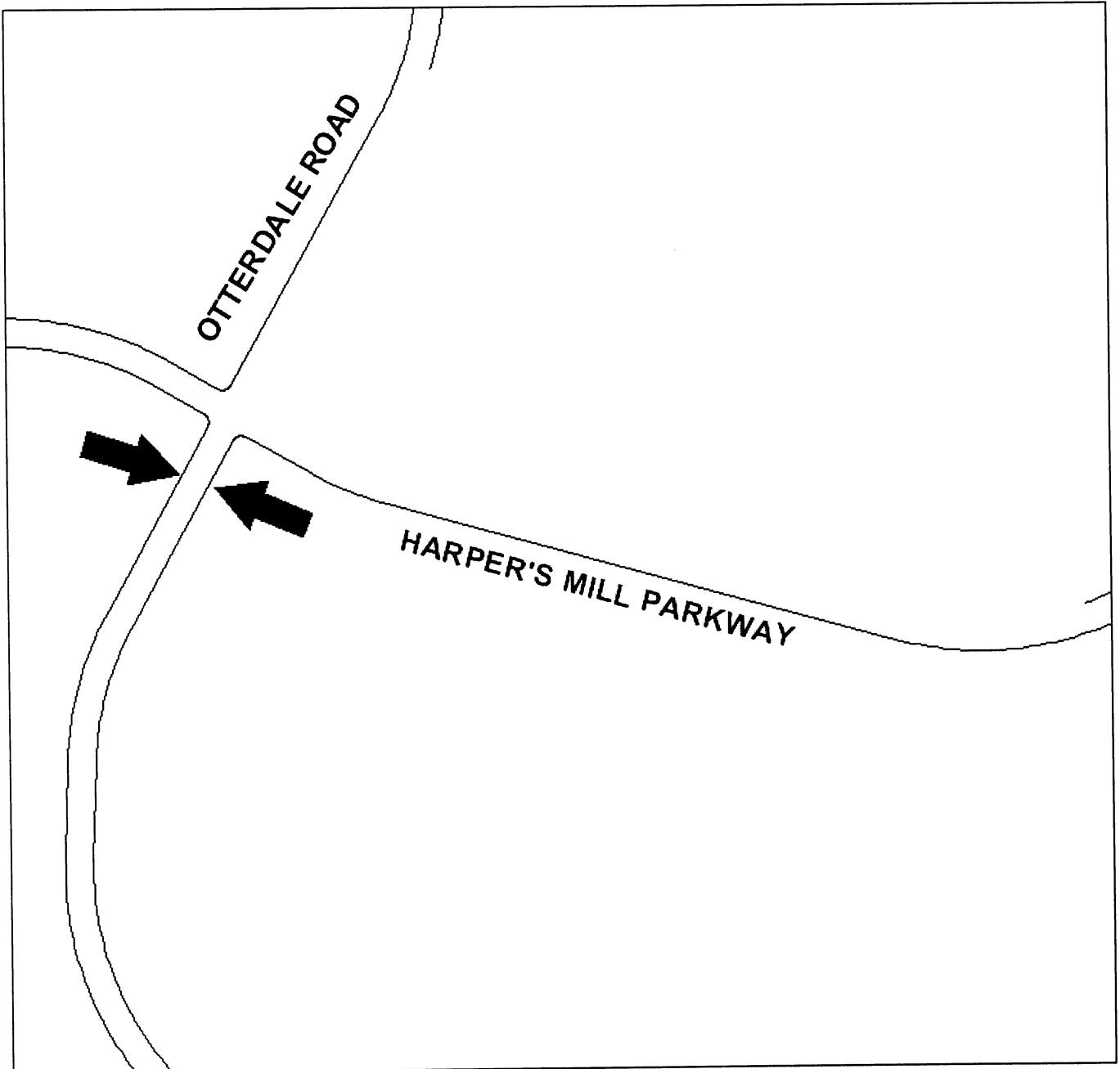
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**000141**

# VICINITY SKETCH

ACCEPTANCE OF PARCELS OF LAND FOR  
TURN LANES ON OTTERDALE ROAD FROM  
J MARK SOWERS AND DEBORAH K SOWERS

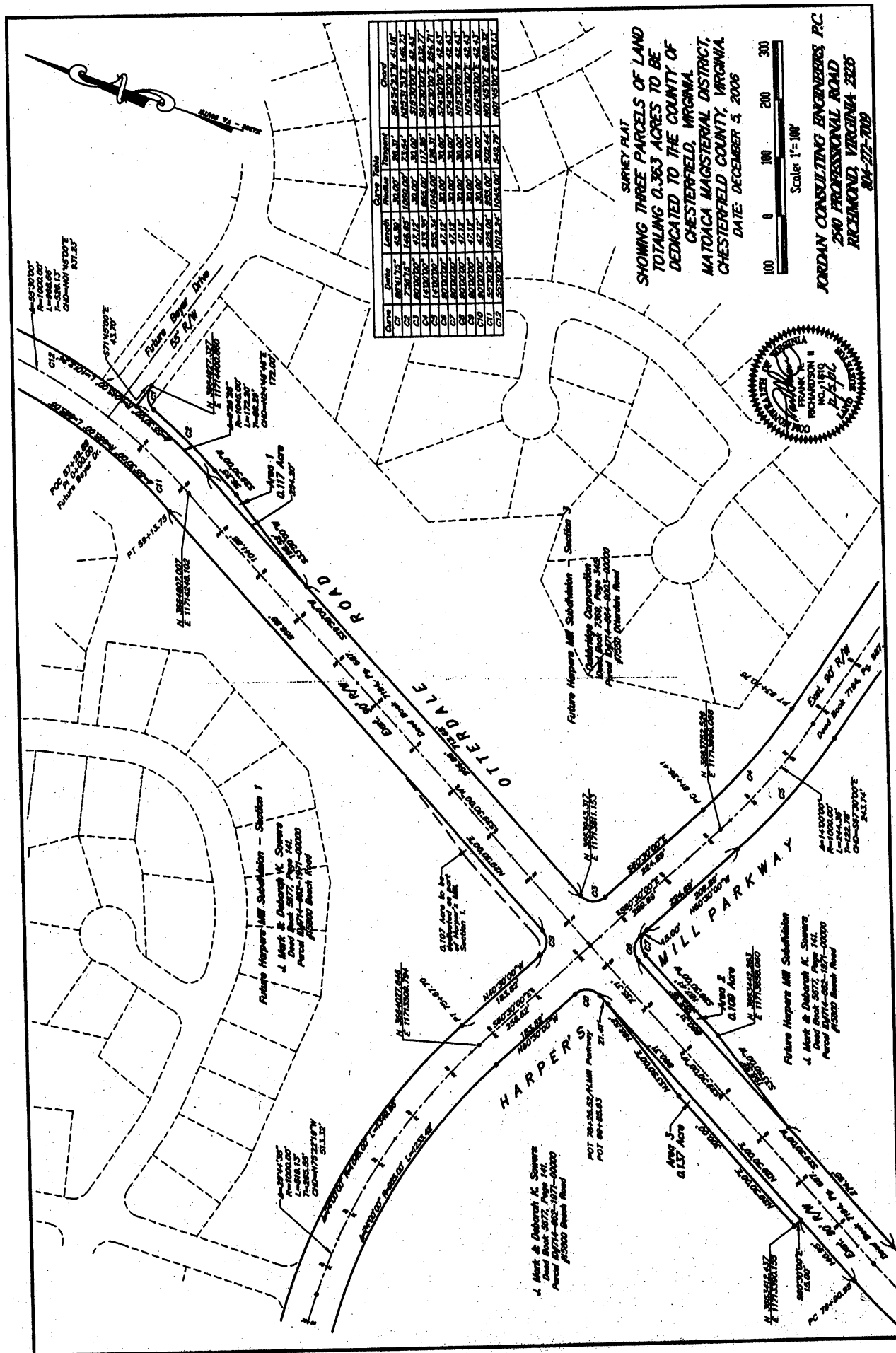


Chesterfield County Department of Utilities



1 inch equals 437.52 feet

000142



000143



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.3.e.

**Subject:**

Acceptance of Parcels of Land Along the West Right of Way Line of Jefferson Davis Highway from Richmond Affordable Housing

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*JHR*

**Board Action Requested:**

Accept the conveyance of two parcels of land containing a total of 0.096 acres along the west right of way line of Jefferson Davis Highway (US Route 1 and 301) from Richmond Affordable Housing, and authorize the County Administrator to execute the deed.

**Summary of Information:**

It is the policy of the county to acquire right of way whenever possible through development to meet the ultimate road width as shown on the County Thoroughfare Plan. The dedication of these parcels conforms to that plan, and will decrease the right of way costs for road improvements when constructed.

**District:** Bermuda

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



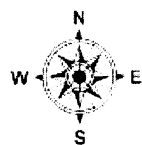
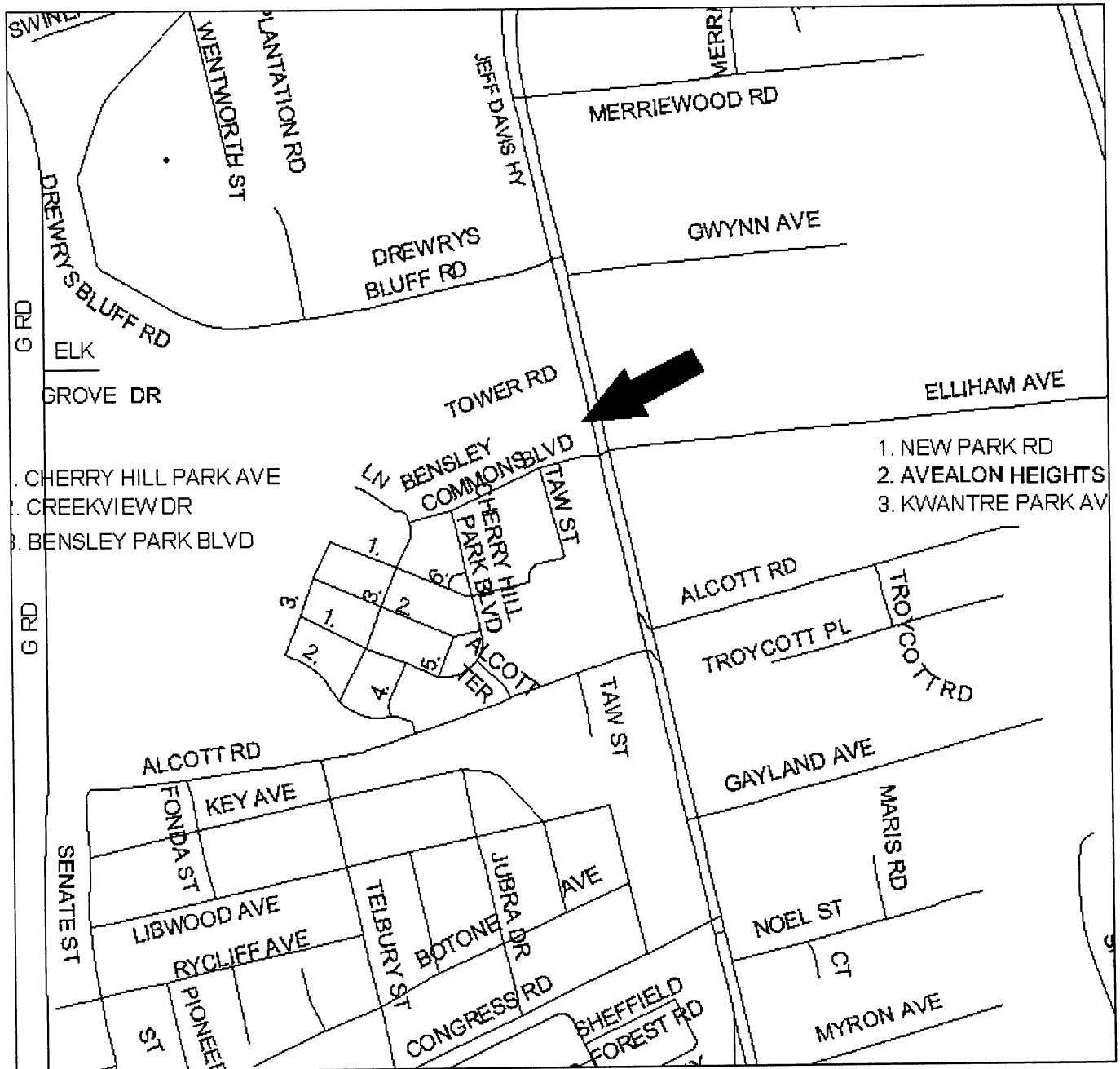
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**000144**

# VICINITY SKETCH

ACCEPTANCE OF PARCELS OF LAND ALONG THE  
WEST RIGHT OF WAY LINE OF JEFFERSON DAVIS  
HIGHWAY FROM RICHMOND AFFORDABLE HOUSING



Chesterfield County Department of Utilities

1 inch equals 650 feet



000145

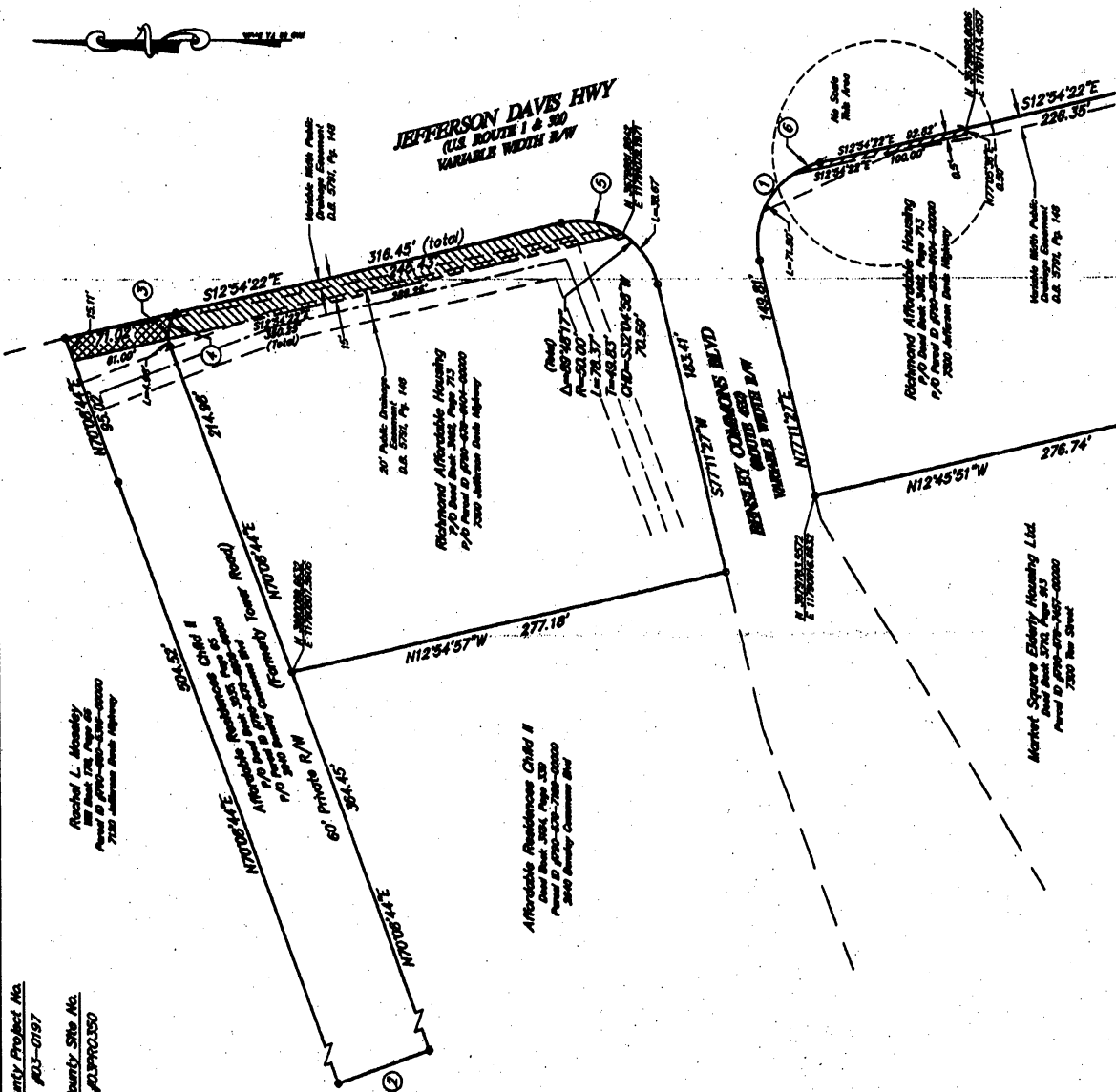
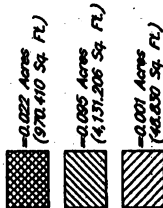
County Project No.  
013-0197

County Site No.  
01390200

**SURVEY PLAT**  
**SHOWING THREE PARCELS TO BE DEDICATED**  
**TO THE COUNTY OF CHESTERFIELD, VIRGINIA,**  
**LOCATED AT JEFFERSON DAVIS HIGHWAY AND**  
**BENSLEY COMMONS BOULEVARD, BERMAUDA**  
**DISTRICT, CHESTERFIELD COUNTY, VIRGINIA**  
**DATE: DECEMBER 13, 2006**



**JORDAN CONSULTING ENGINEERS P.C.**  
**250 PROFESSIONAL ROAD**  
**RICHMOND, VIRGINIA 2325**  
**804-272-7000**



**Notes:**  
1. The notes and bounds for the parcels depicted herein were taken from prior field boundary surveys by Jordan Consulting Engineers P.C. and from a certified survey of record. This plat does not represent a current boundary survey of the subject parcels.  
2. There may be existing easements or encumbrances across the subject parcels which are not depicted herein.  
3. 25' Parcel, 0.640 acres was dedicated to the County of Chesterfield by Deed Book 1325, page 692, a portion of which was then quitclaimed by the County of Chesterfield by Deed Book 1572, page 624.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.4.

**Subject:** Award of Construction Contract for County Project #05-0150, River Road Pumping Station

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:**

*ABR*

**Board Action Requested:** The Board of Supervisors is requested to award the construction contract to M&W Construction Corp. in the amount of \$5,095,831, transfer \$2,400,000 from 5H-58350-050147E to 5H-58350-050150E and authorize the County Administrator to execute the necessary documents.

**Summary of Information:**

This project consists of the construction of a water pump station on River Road to service the Southwest Corridor water line.

Staff received six(6) bids ranging from \$5,095,831 to \$6,080,000. The lowest bid, in the amount of \$5,095,831, was submitted by M&W Construction, Inc. The County's engineering consultant, R. Stuart Royer, has evaluated the bids and recommends award of the contract to the low bidder.

The low bid exceeds our appropriation for construction. Staff request an additional \$2,400,000 be transferred from 5H-58350-050147E to this project.

Funds for this project are available in the current CIP.

**District:** Matoaca

Preparer: George B. Hayes Title: Assistant Director of Utilities

**Attachments:**

☐

Yes

☒

No

#

**000147**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Page 2 of 2**

**Meeting Date: January 10, 2007**

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**Budget and Management Comments:**

This item requests that the Board award a construction contract to M&W Construction in the amount of \$5,095,831; authorize the transfer of \$2,400,000 from the Southwest Corridor Waterline System-River Road project to the Southwest Corridor-River Road Pump Station project; and authorize the County Administrator to execute the necessary documents. The low bid exceeds the original appropriation for construction. Funds are available to transfer out of the Southwest Corridor Waterline System-River Road project. Once the transfer is completed, sufficient funds would be available in the Southwest Corridor-River Road Pump Station project budget to cover the cost of the construction contract. The Southwest Corridor Water System may need additional appropriations in the future.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

**000148**





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.5.

**Subject:** Change Order Number Five for Contract 01-0198 - Bailey Bridge Pump Station

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:**

*SBM*

**Board Action Requested:** Staff recommends that the Board of Supervisors approve Change Order Number Five for the Bailey Bridge Pump Station in the amount of \$146,668.72 and to authorize the County Administrator to execute the necessary documents.

**Summary of Information:**

The Change Order represents one 42" valve, I/O Modifications for the SCADA system, plumbing vent for the C.C.F. building, four 36" valves, modifications to the wet well's ladder, grating, and handrail, modifications to the electrical conduit and fencing for the C.C.F. building, two 20" valves, and time extensions for weather delays and for the additional work.

Funds are available within the project. The county administrative policy for change orders requires that all change orders exceeding \$50,000 be approved by the Board of Supervisors.

**District:** Matoaca

**Preparer:** George B. Hayes

**Title:** Assistant Director of Utilities

**Attachments:**

☐

Yes

☒

No

#

**000149**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 2 of 2

**Meeting Date:** January 10, 2007

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**Budget and Management Comments:**

This item requests that the Board approve change order #5 for the Bailey Bridge Pump Station in the amount of \$146,668.72 and to authorize the County Administrator to execute the necessary documents. Sufficient funds are available in the project budget to cover the cost of the change order request.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

**000150**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.6.

**Subject:**

Rescheduling of Deferred Public Hearing on Amendments to Water Quality Standards in the Upper Swift Creek Water Shed

**County Administrator's Comments:** *Recommend Feb 14*

**County Administrator:** *LBR*

**Board Action Requested:**

**Summary of Information:**

At the December 12, 2006 meeting, the Board held a public hearing to consider the adoption of amendments to the water quality ordinances affecting the Upper Swift Creek Water Shed. After hearing from a number of speakers, the Board deferred the public hearing until March 14, 2007 and directed staff to schedule a work session on water quality issues as soon as possible after January 1, 2007. After the December meeting, members of the Board have expressed a desire to hold the deferred public hearing prior to the March 14, 2007 meeting. If the Board desires to accelerate the date for the deferred public hearing, the Board should vote to rescind its prior action deferring the public hearing to March 14, 2007 and direct staff to re-advertise a public hearing on the proposed water quality amendments for the Upper Swift Creek Watershed for the evening of February 14, 2007.

**Preparer:** Steven L. Micas

**Title:** County Attorney  
0823:74053.1

**Attachments:**

☐

Yes

☒

No

#

**000151**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.7.a.

**Subject:**

Request Permission to Install a Private Water Service Within a Private Easement to Serve Property at 6402 River Road

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*[Signature]*

**Board Action Requested:**

Grant William J. Kofron and Linda S. Kofron, permission to install a private water service within a private easement and authorize the County Administrator to execute the water connection agreement.

**Summary of Information:**

William J. Kofron and Linda S. Kofron, have requested permission to install a private water service within a private easement to serve property at 6402 River Road. This request has been reviewed by staff and approval is recommended.

**District:** Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



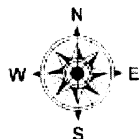
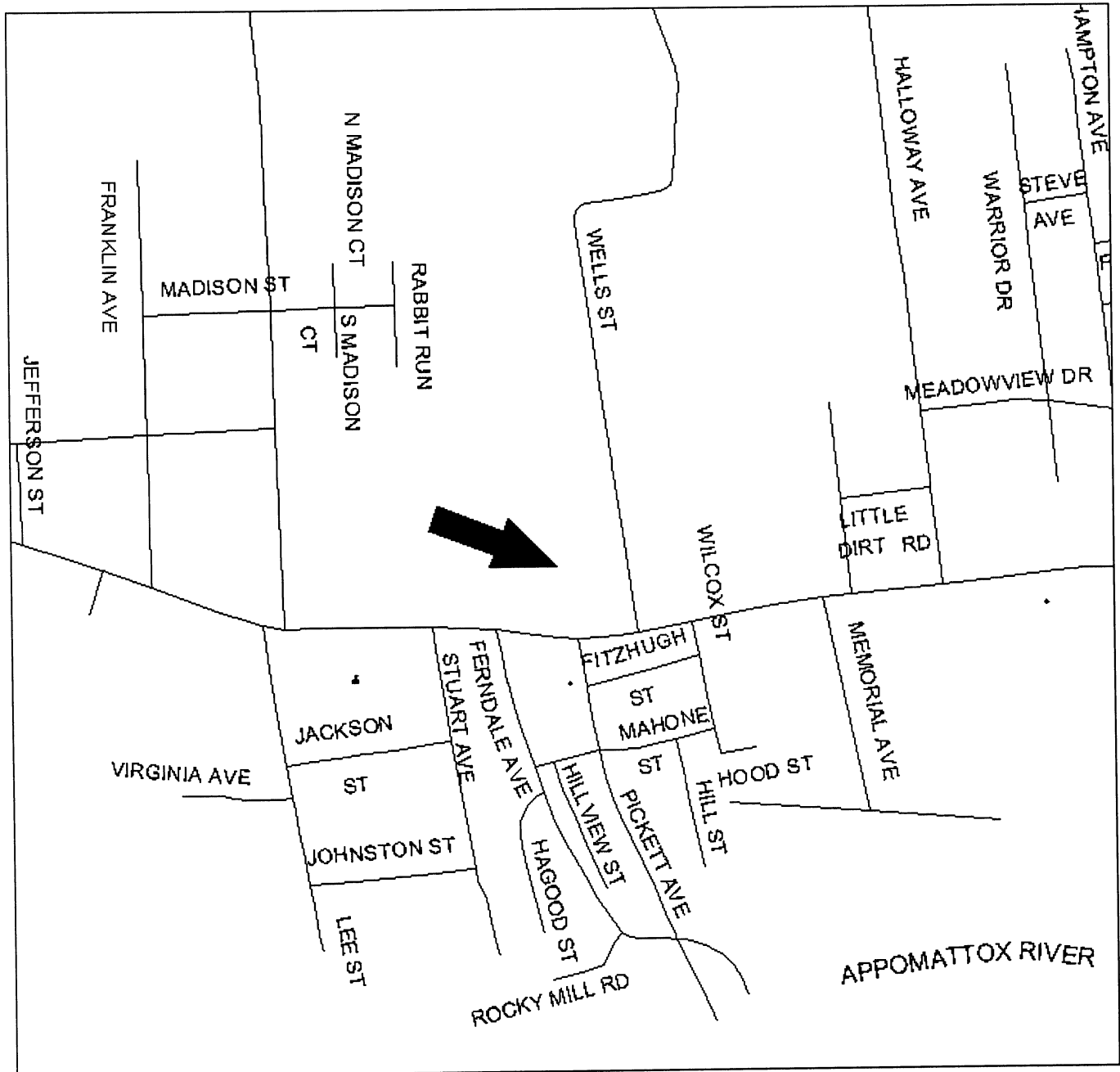
No

#

**000152**

# VICINITY SKETCH

REQUEST PERMISSION TO INSTALL A PRIVATE  
WATER SERVICE WITHIN A PRIVATE EASEMENT  
TO SERVE PROPERTY AT 6402 RIVER ROAD



Chesterfield County Department of Utilities



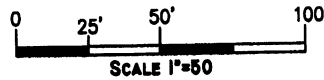
1 inch equals 666.67 feet

000153



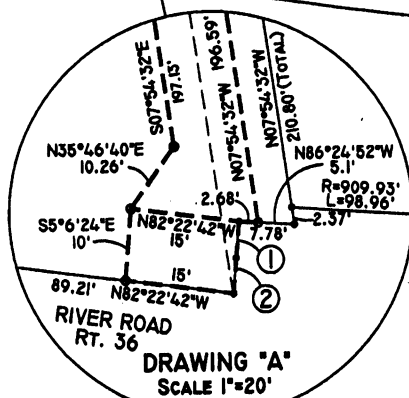
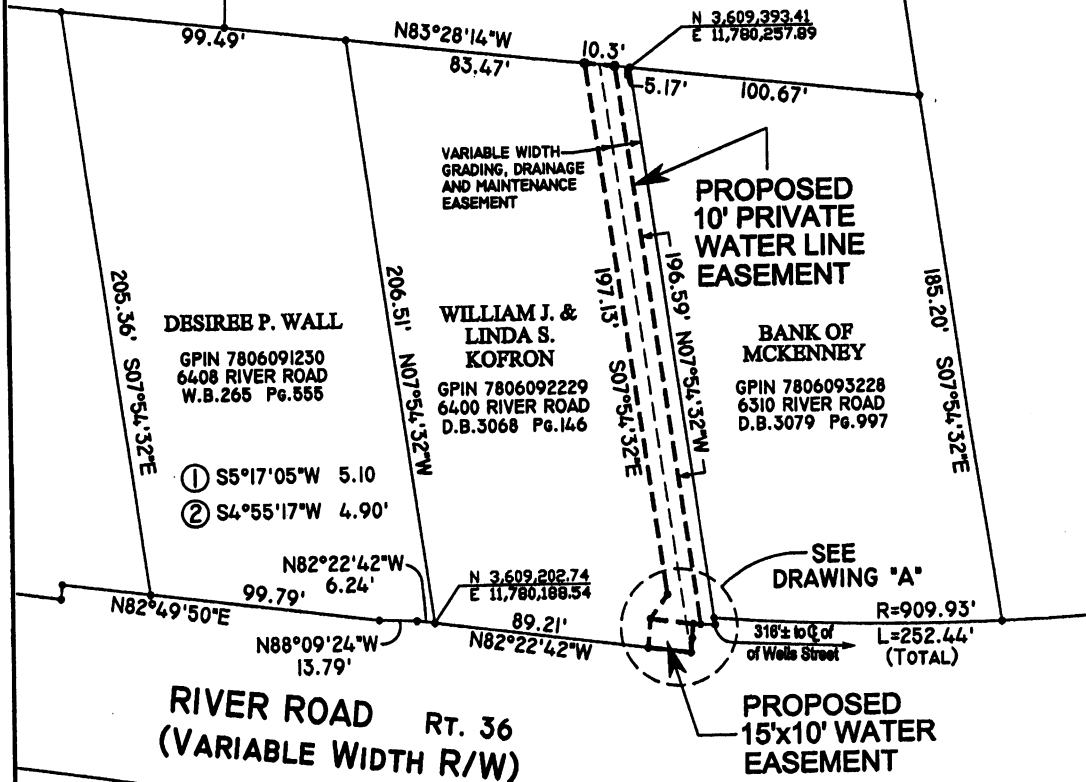
WILLIAM J. & LINDA S.  
KOFRON

GPIN 7806092158  
6402 RIVER ROAD  
D.B.3068 Pg.146



BANK OF  
MCKENNEY

GPIN 7806093228  
6300 RIVER ROAD  
D.B.3072 Pg.629



PLAT SHOWING  
A 10' PRIVATE WATER EASEMENT,  
AND A 15'x10' WATER EASEMENT,  
ACROSS THE PROPERTY BELONGING  
TO WILLIAM J. & LINDA S. KOFRON

MATOACA DISTRICT,  
CHESTERFIELD COUNTY, VIRGINIA.

**CHESTERFIELD COUNTY, VIRGINIA  
UTILITIES DEPARTMENT**

DATE: 12-27-2006	SCALE: 1"=50'
DRAWN BY: VAG	
CHECKED BY: WOW	
TILE NUMBER: 778-606	

INFORMATION ON PLAT BASED ON  
DEED PLAT D.B.3068, PG.146  
DEED PLAT D.B.3079, PG.997  
DEED PLAT D.B.6338, PG.656-660  
DEED PLAT D.B.6569, PG.425  
WILL BOOK P.B.94 PG.59  
DEED PLAT D.B.3072, PG.629  
CHESTERFIELD COUNTY GIS SYSTEM

000154



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.7.b.

**Subject:**

Request Permission to Construct a Fifteen-Foot Gravel Driveway Within a Fifty-Foot Unimproved County Right of Way

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*JHR*

**Board Action Requested:**

Grant Rosalind Blakes permission to construct a 15' gravel driveway within a 50' unimproved county right of way, subject to the execution of a license agreement.

**Summary of Information:**

Rosalind Blakes, has requested permission to construct a 15' gravel driveway within a county unimproved right of way. This request has been reviewed and approval is recommended.

**District:** Matoaca

**Preparer:** John W. Harmon

**Title:** Right of Way Manager

**Attachments:**



Yes



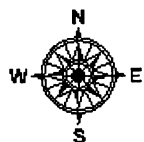
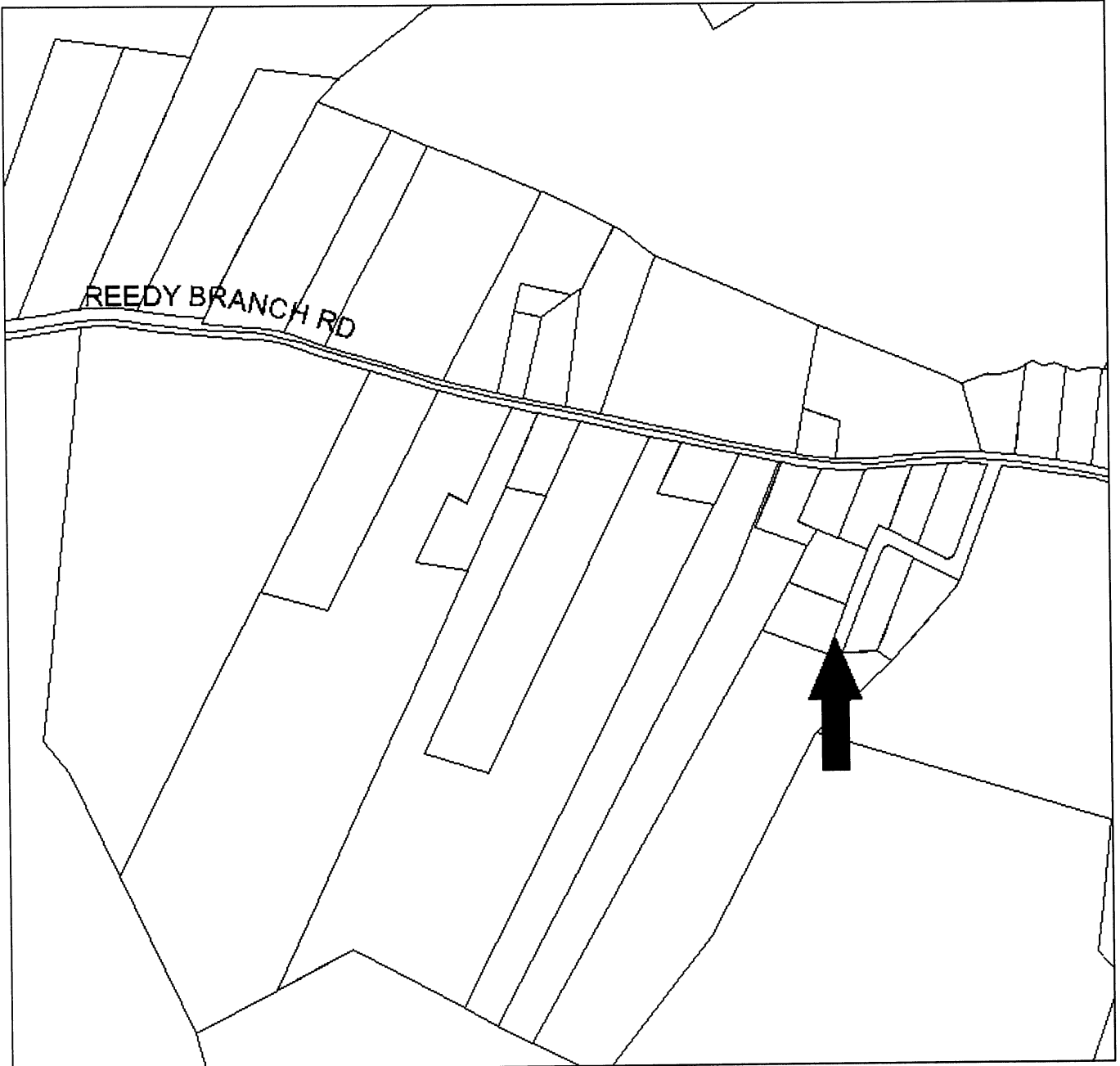
No

#

000155

# VICINITY SKETCH

REQUEST PERMISSION TO CONSTRUCT A  
15' GRAVEL DRIVEWAY WITHIN A 50'  
UNIMPROVED COUNTY RIGHT OF WAY



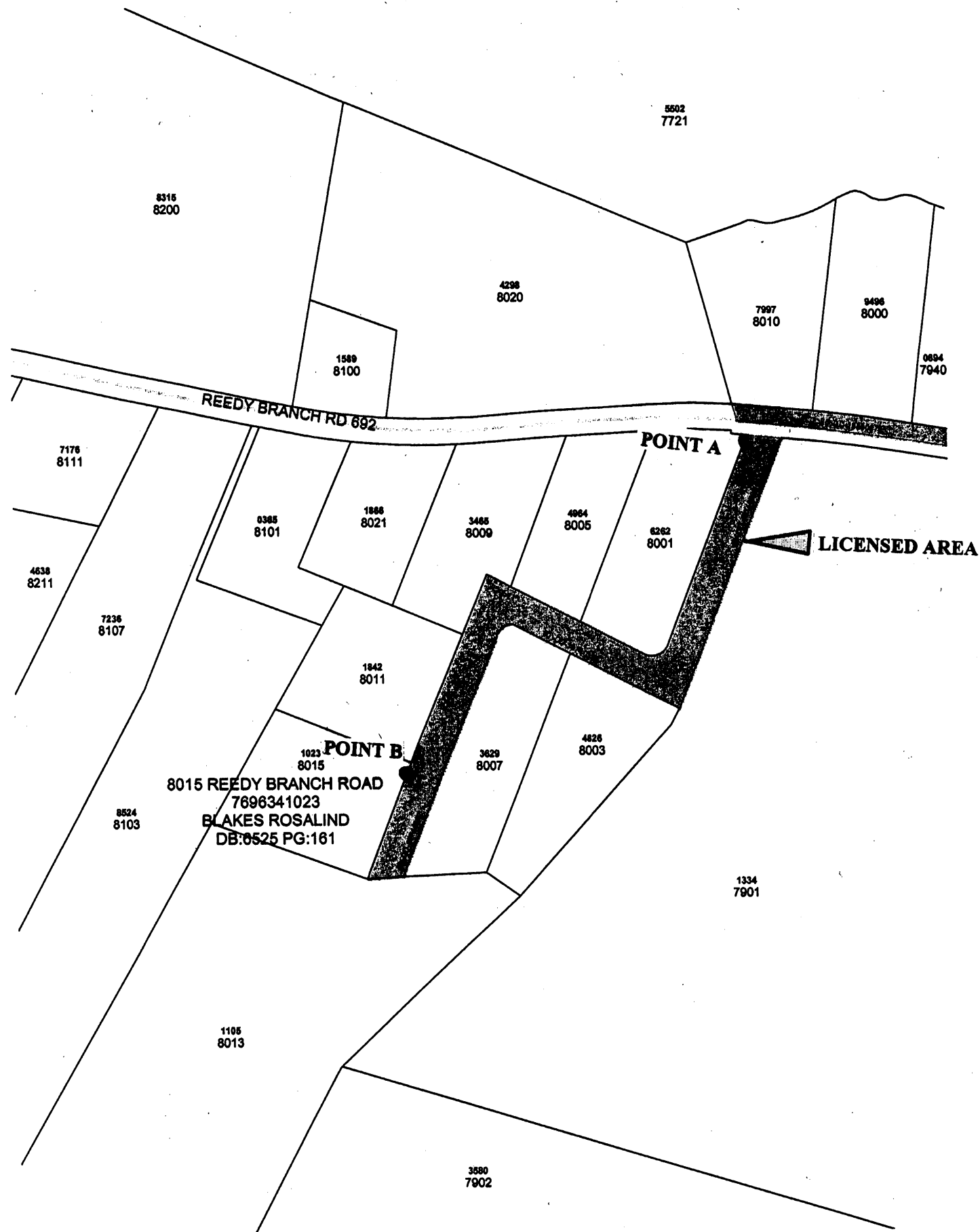
Chesterfield County Department of Utilities



1 inch equals 500 feet

000156





8315  
8200

5502  
7721

4298  
8020

7997  
8010

9498  
8000

8884  
7940

1589  
8100

REEDY BRANCH RD 692

7176  
8111

POINT A

LICENSED AREA

4638  
8211

8385  
8101

1888  
8021

3485  
8009

4864  
8005

8282  
8001

7236  
8107

1842  
8011

POINT B

8015 REEDY BRANCH ROAD  
7696341023  
BLAKES ROSALIND  
DB:0525 PG:161

8524  
8103

3829  
8007

4826  
8003

1334  
7901

1105  
8013

3580  
7902



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.7.c.

**Subject:**

Request Permission for a Proposed Fence to Encroach Within a Sixteen-Foot Drainage Easement Across Lot 10, Hampton Park, Section 23

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*[Signature]*

**Board Action Requested:**

Grant Paul Mantha and Jennifer Mantha, permission for a proposed fence to encroach within a 16' drainage easement across Lot 10, Hampton Park, Section 23, subject to the execution of a license agreement.

**Summary of Information:**

Paul Mantha and Jennifer Mantha, have requested permission for a proposed fence to encroach within a 16' drainage easement across Lot 10, Hampton Park, Section 23. This request has been reviewed by staff and approval is recommended.

**District:** Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes

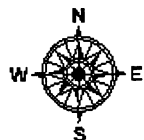
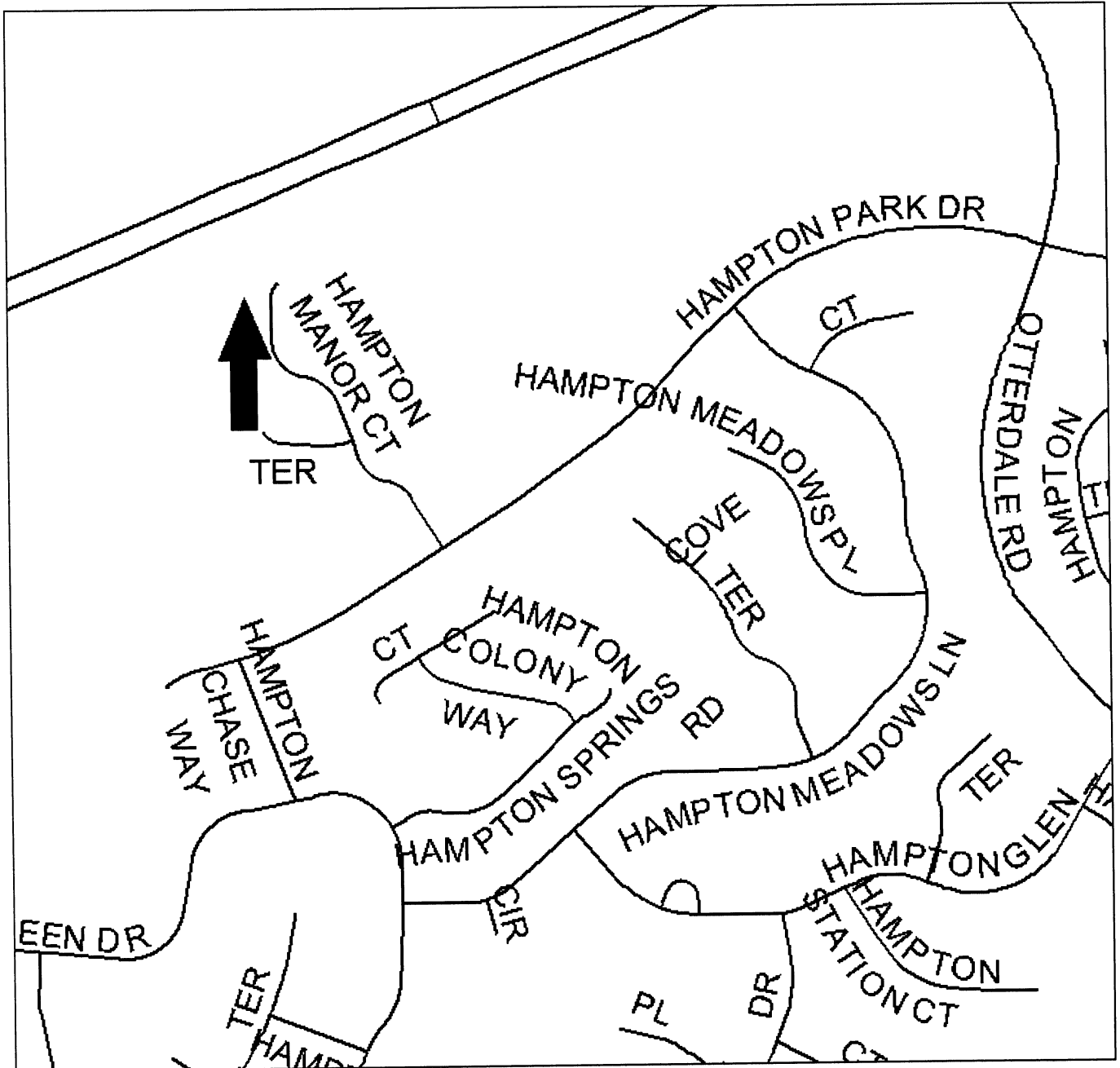


No

#

**000158**

**REQUEST PERMISSION FOR A PROPOSED FENCE  
TO ENCROACH WITHIN A 16' DRAINAGE EASEMENT  
ACROSS LOT 10 HAMPTON PARK SECTION 23**

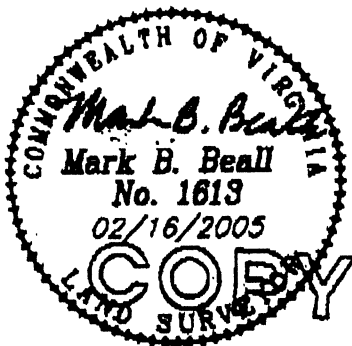
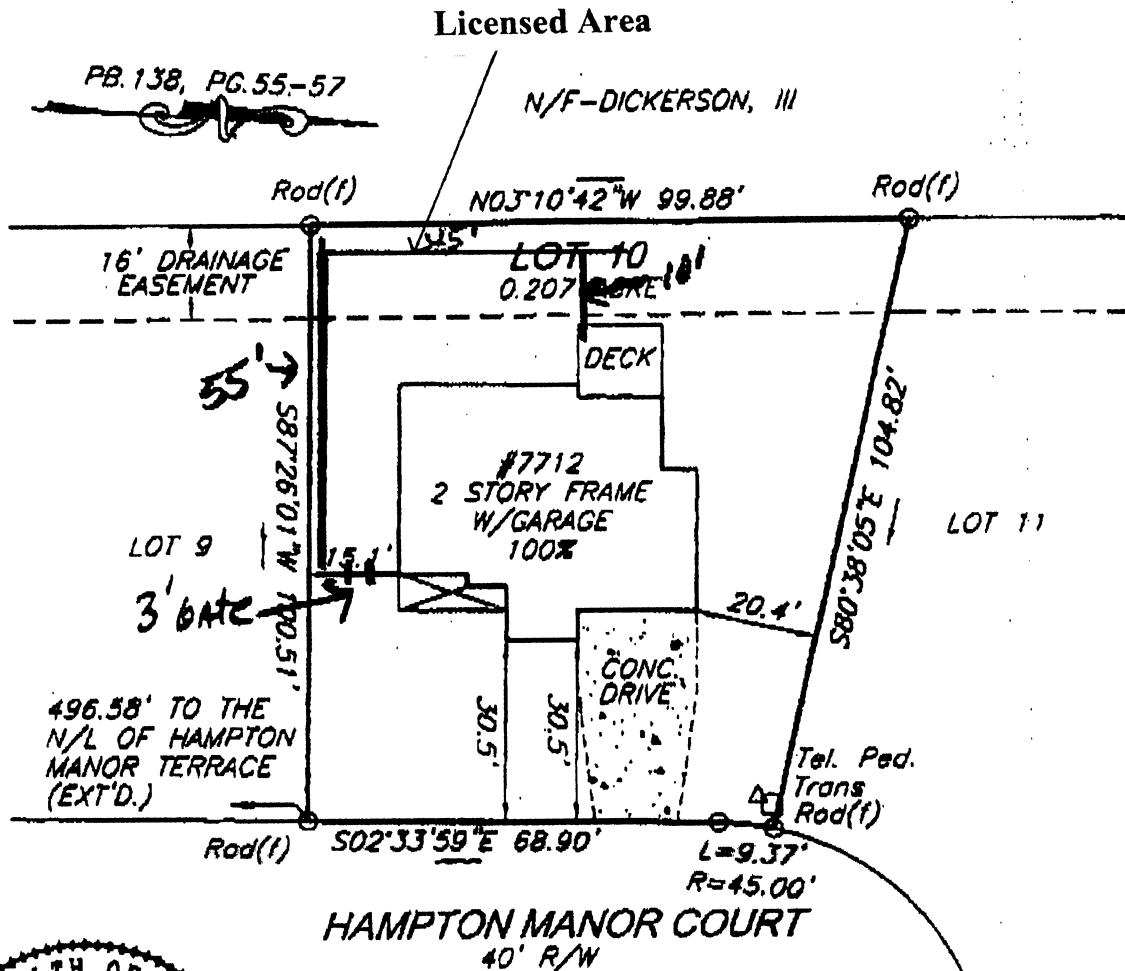


1 inch equals 416.67 feet

000159

THIS IS TO CERTIFY THAT AN ACTUAL FIELD SURVEY OF THE PREMISES SHOWN HEREON HAS BEEN PERFORMED UNDER MY SUPERVISION THAT ALL IMPROVEMENTS AND VISIBLE EVIDENCE OF EASEMENTS ARE SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS BY IMPROVEMENTS OTHER THAN ADJOINING PREMISES OR FROM SUBJECT PREMISES OTHER THAN SHOWN HEREON. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH. CHOLLING IS IN F.I.M.A. DEFINED FLOOD ZONE C.

\*Underground Utilities



Paul Mantha  
Jennifer Mantha  
7712 Hampton Manor Ct  
DB. 6547 PG. 153  
PIN: 710668775200000

DATE: 02/16/2005

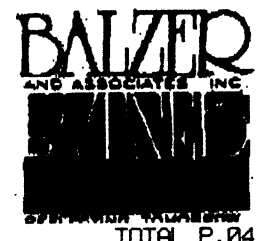
SCALE: 1"=30'

JOB NO: C0520125

For: JAMES D. & MARY M. DAVIS

Improvements on  
LOT 10, SECTION 23  
HAMPTON PARK  
Chesterfield County, Virginia

• PLANNERS • ARCHITECTS • ENGINEERS • SURVEYORS •



TOTAL P.04

000160



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.7.d.

**Subject:**

Request Permission for a Proposed Fence to Encroach Within an Eight-Foot Easement Across Lot 83, Walnut Grove, Section 1

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*JRH*

**Board Action Requested:**

Grant James C. Mullenau, permission for a proposed fence to encroach within an 8' easement across Lot 83, Walnut Grove, Section 1, subject to the execution of a license agreement.

**Summary of Information:**

James C. Mullenau, has requested permission for a proposed fence to encroach within an 8' easement across Lot 83, Walnut Grove, Section 1. This request has been reviewed by staff and approval is recommended.

**District:** Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



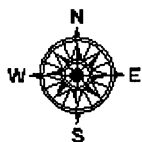
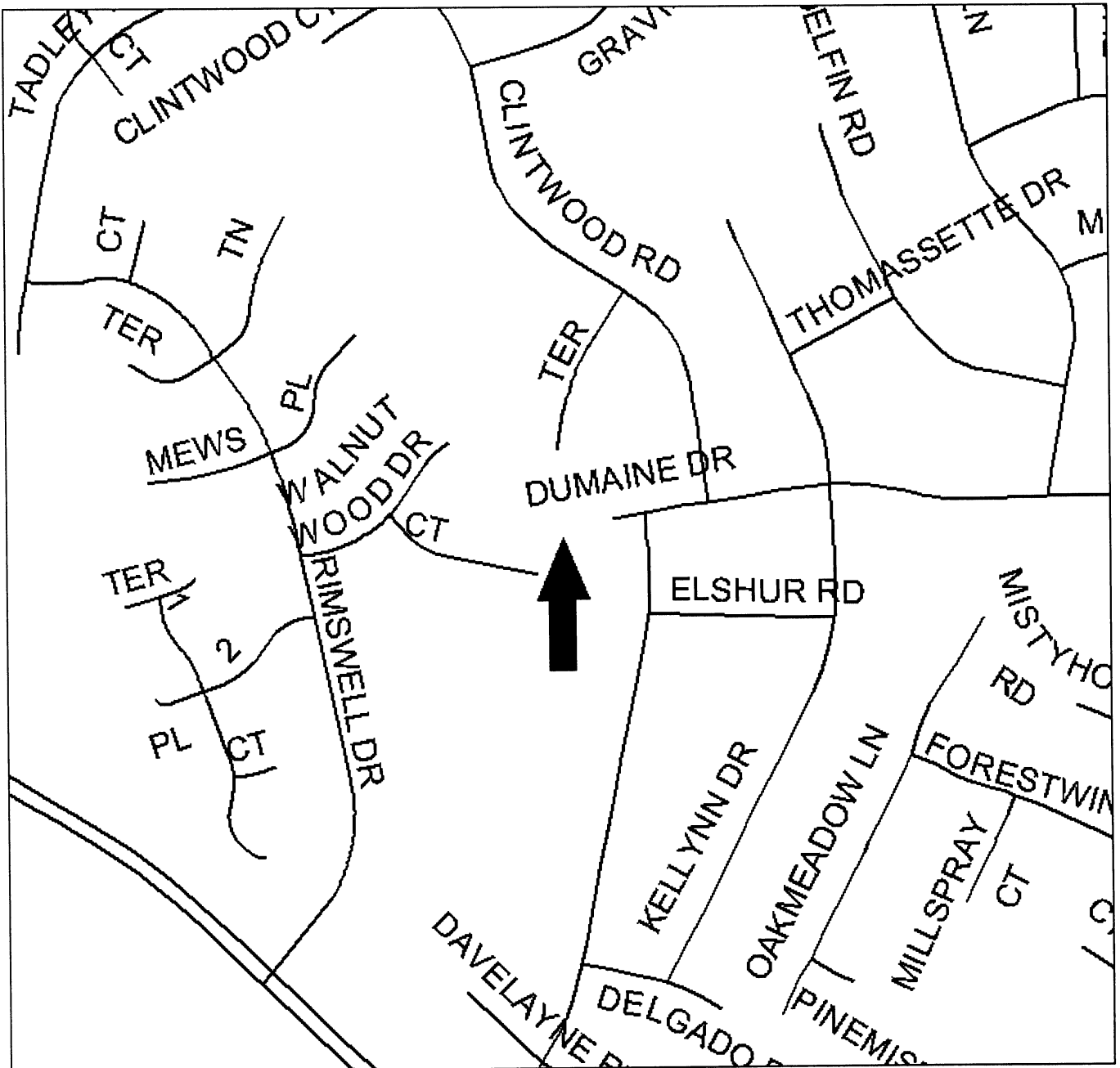
No

#

**000161**

# VICINITY SKETCH

REQUEST PERMISSION FOR A PROPOSED  
FENCE TO ENCROACH WITH AN 8' EASEMENT  
ACROSS LOT 83 WALNUT GROVE SECTION 1



Chesterfield County Department of Utilities



1 inch equals 416.67 feet

000162

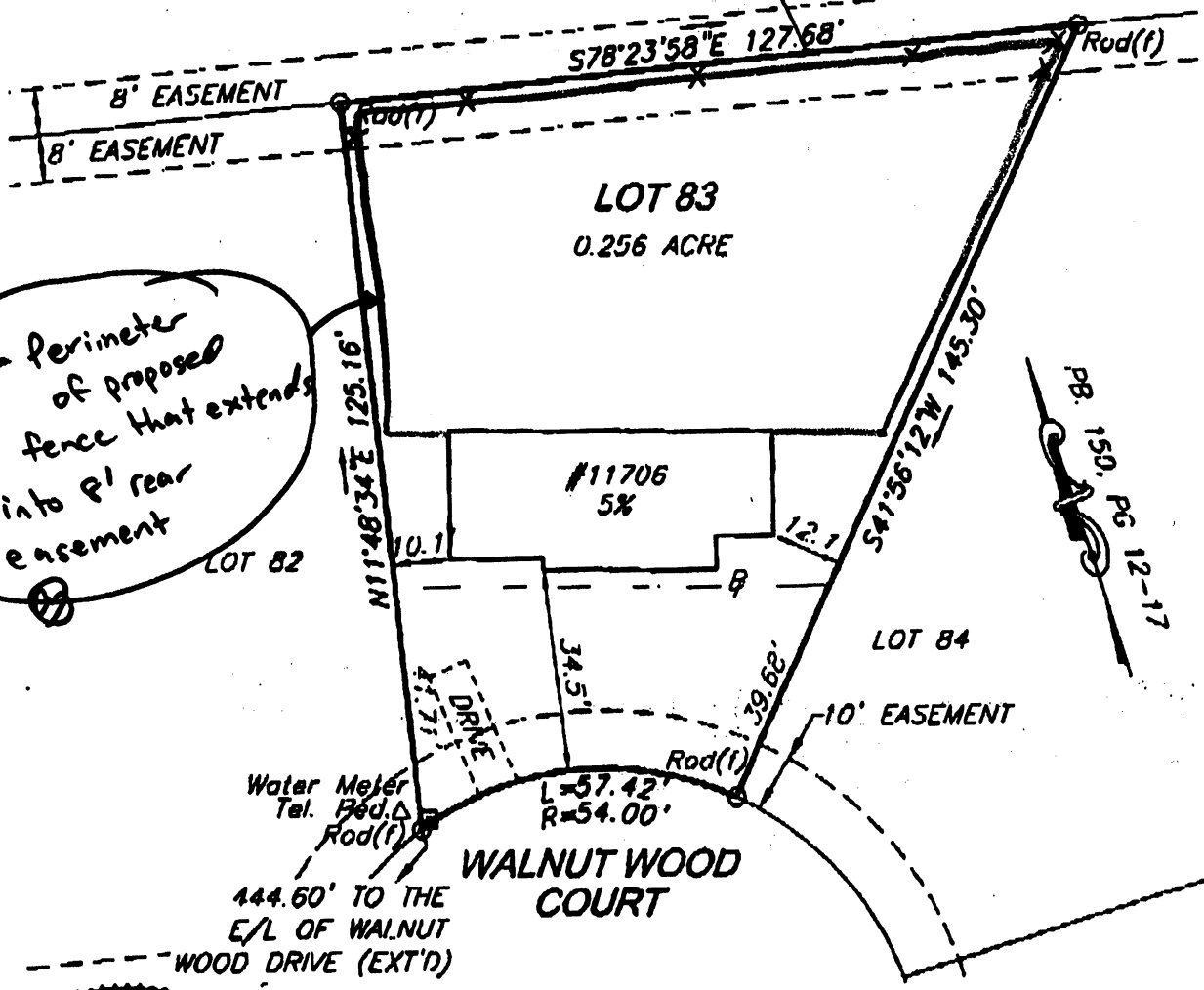
THIS IS TO CERTIFY THAT AN ACTUAL FIELD SURVEY OF THE PREMISES SHOWN HEREON HAS BEEN PERFORMED UNDER MY SUPERVISION, THAT ALL IMPROVEMENTS AND USABLE EVIDENCE OF EASEMENTS ARE SHOWN HEREON, AND THAT THERE ARE NO ENCUMBRANCES BY REFERENCE TO OTHER THAN ADJACENT PROPERTIES OR FROM SURVEY PREPARED OTHER THAN MYSELF HEREON. THIS SURVEY WAS FORWARDED WITHOUT THE EFFECT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH PROCEEDING AS IS P.E.S.A. OUTSTANDING FROM C.

\*Underground Utilities

XXX - LICENSED AREA

LAKE GENITO  
SECTION F  
LOT 1

LOT 8



James C. Mullenau  
11706 Walnut Wood Ct.  
DB. 6600 PG. 83  
PIN: 742686479000000

DATE: 05/04/2005  
SCALE: 1"=30'  
JOB NO: C0510433  
RE: GARDEN CONSTRUCTION

Improvements on  
LOT 83, SECTION 1  
WALNUT GROVE  
Chesterfield County, Virginia



• PLANNERS • ARCHITECTS • ENGINEERS • SURVEYORS •  
501 Branchway Road • Suite 100 • Richmond, Virginia 23238 • Phone (804) 704-0571 • Fax (804) 704-2835



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.8.

**Subject:**

Designation of Right of Way for the Extension of Lake Chesdin Parkway

**County Administrator's Comments:**

*Recommend Approval*  
*JGR*

**County Administrator:** \_\_\_\_\_

**Board Action Requested:**

Designate right of way for the extension of Lake Chesdin Parkway and authorize the County Administrator to execute the Declaration.

**Summary of Information:**

In order to provide state maintenance for access to Lake Chesdin Boat Landing, it is necessary for 2.1423 acres of county property be designated as public right of way.

Approval is recommended.

**District:** Matoaca

**Preparer:** John W. Harmon \_\_\_\_\_

**Title:** Right of Way Manager

**Attachments:**



Yes



No

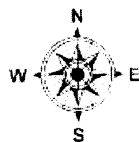
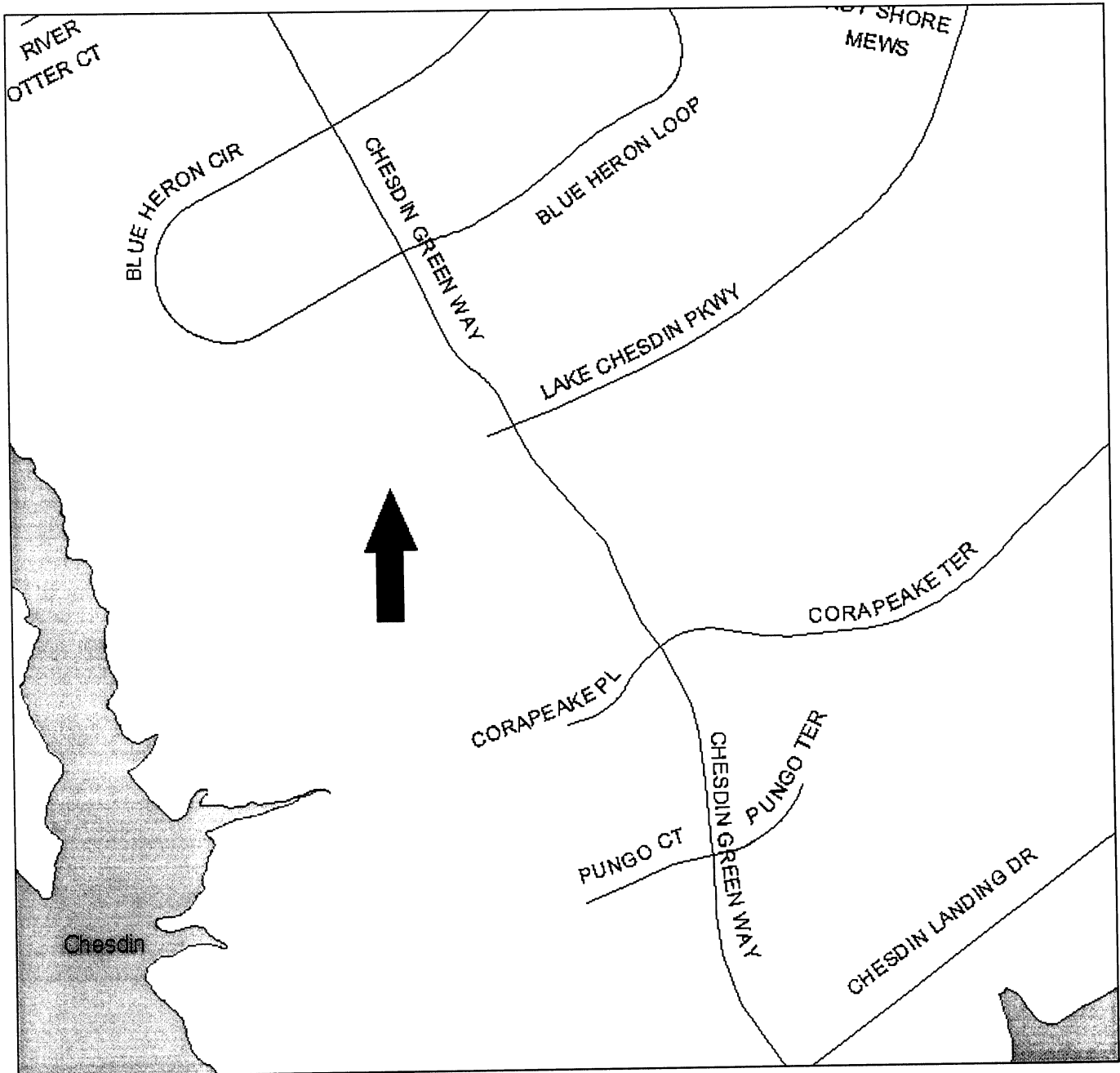
#

000164



# VICINITY SKETCH

DESIGNATION OF RIGHT OF WAY  
FOR THE EXTENSION OF LAKE  
CHESDIN PARKWAY



Chesterfield County Department of Utilities



1 inch equals 666.67 feet

000165



# **VICINITY MAP**

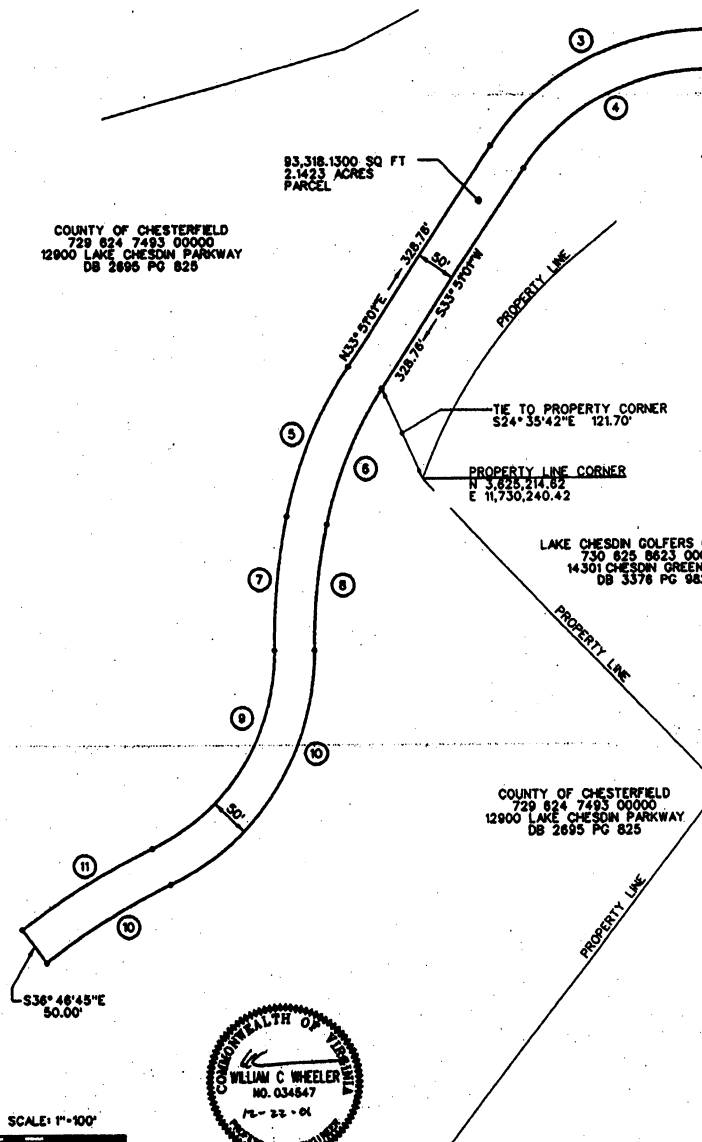
SCALE: 1"=2000'

GRAPHIC SCALE: 1"=2000'

0 2000 4000

COUNTY OF CHESTERFIELD  
729 824 7493 00000  
12900 LAKE CHESDIN PARKWAY  
DB 2695 PG 825

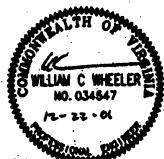
LAKE CHESDIN GOLFERS CLUB, LLC  
730 825 8623 00000  
14301 CHESDIN GREEN WAY  
DB 3376 PG 982



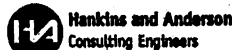
## **CURVE DATA**

- 1 CURVE DATA  
DELTA-28° 27' 42"  
R-275.00'  
T-89.74'  
L-136.61'  
CHD-BRO-N81° 24' 49"E  
PICOORDINATE  
N 3,625,781.69  
E 11,730,702.85
- 2 CURVE DATA  
DELTA-28° 27' 42"  
R-325.00'  
T-82.42'  
L-181.44'  
CHD-BRO-N81° 24' 49"E  
PICOORDINATE  
N 3,625,710.89  
E 11,730,700.35
- 3 CURVE DATA  
DELTA-61° 47' 39"  
R-325.00'  
T-164.49'  
L-350.52'  
CHD-BRO-N84° 44' 50"E  
PICOORDINATE  
N 3,625,787.68  
E 11,730,439.70
- 4 CURVE DATA  
DELTA-61° 47' 39"  
R-275.00'  
T-164.56'  
L-296.59'  
CHD-BRO-N84° 44' 50"E  
PICOORDINATE  
N 3,625,734.98  
E 11,730,464.56
- 5 CURVE DATA  
DELTA-61° 47' 39"  
R-275.00'  
T-164.56'  
L-296.59'  
CHD-BRO-N84° 44' 50"E  
PICOORDINATE  
N 3,625,787.68  
E 11,730,439.70
- 6 CURVE DATA  
DELTA-22° 03' 51"  
R-475.00'  
T-92.81'  
L-182.92'  
CHD-BRO-S22° 49' 06"W  
PICOORDINATE  
N 3,625,248.36  
E 11,730,156.18
- 7 CURVE DATA  
DELTA-11° 37' 15"  
R-275.00'  
T-89.74'  
L-136.61'  
CHD-BRO-N81° 24' 49"E  
PICOORDINATE  
N 3,625,781.69  
E 11,730,702.85
- 8 CURVE DATA  
DELTA-11° 37' 15"  
R-775.00'  
T-78.88'  
L-157.18'  
CHD-BRO-S5° 58' 33"W  
PICOORDINATE  
N 3,625,080.51  
E 11,730,403.16
- 9 CURVE DATA  
DELTA-63° 48' 04"  
R-325.00'  
T-202.17'  
L-361.17'  
CHD-BRO-S32° 02' 57"E  
PICOORDINATE  
N 3,624,610.72  
E 11,730,082.43
- 10 CURVE DATA  
DELTA-63° 48' 04"  
R-325.00'  
T-202.17'  
L-361.17'  
CHD-BRO-S32° 02' 57"W  
PICOORDINATE  
N 3,624,799.48  
E 11,730,102.34
- 11 CURVE DATA  
DELTA-10° 42' 45"  
R-875.00'  
T-91.41'  
L-182.29'  
CHD-BRO-S58° 34' 37"E  
PICOORDINATE  
N 3,624,670.47  
E 11,729,836.63
- 12 CURVE DATA  
DELTA-10° 42' 45"  
R-875.00'  
T-91.41'  
L-182.29'  
CHD-BRO-S58° 34' 37"W  
PICOORDINATE  
N 3,624,670.47  
E 11,729,836.63

GRAPHIC SCALE: 1"=100'



COUNTY PROJECT NUMBER: 00-0161  
COUNTY SITE PLAN NUMBER: 00 PR 0294 EMERGING GROWTH MATOCA MAGISTERIAL DISTRICT



2004 Santa Rosa Road  
Richmond Virginia 23229  
804.386.4371  
804.386.8888 Fax  
www.hankinsanderson.com

PROJECT TITLE		LAKE CHESDIN BOAT SLIDE				
		CHESTERFIELD COUNTY, VIRGINIA				
SHEET TITLE		PLAT SHOWING A 2.1423 ACRE PARCEL				
H&A PROJ NO	DATE	SCALE	REF DWG NO	ADDEN NO	SKETCH NO	
3979.52	12-22-06	1"=100'			E-1	



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.9.

**Subject:**

Request to Quitclaim a Temporary Reduced Imperviousness Best Management Practice Easement Across the Property of Silver Creek Development Company

**County Administrator's Comments:**

*Request Approval*

**County Administrator:** \_\_\_\_\_

*LBP*

**Board Action Requested:**

Authorize the Chairman of the Board of Supervisors and the County Administrator to execute a quitclaim deed to vacate a temporary reduced imperviousness best management practice easement across the property of Silver Creek Development Co.

**Summary of Information:**

Balzer and Associates, Inc. has requested the quitclaim of a temporary reduced imperviousness best management practice easement across the property of Silver Creek Development Co. as shown on the attached plat. Staff has reviewed the request and approval is recommended.

**District:** Midlothian

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



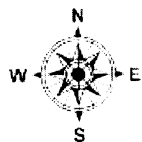
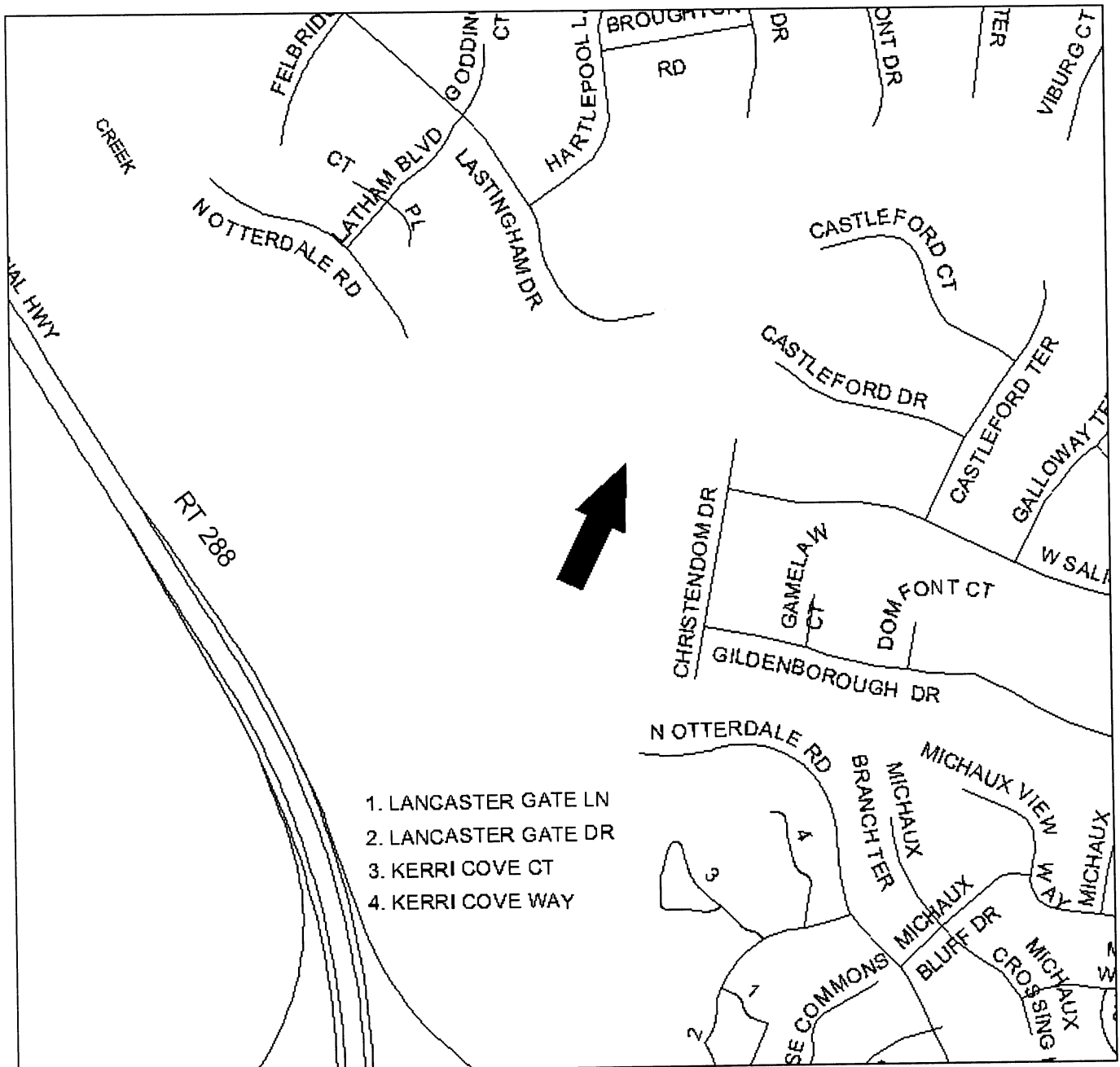
Yes



No

# 000167

**REQUEST TO QUITCLAIM A TEMPORARY REDUCED IMPERVIOUSNESS BEST MANAGEMENT PRACTICE EASEMENT ACROSS THE PROPERTY OF SILVER CREEK DEVELOPMENT CO**



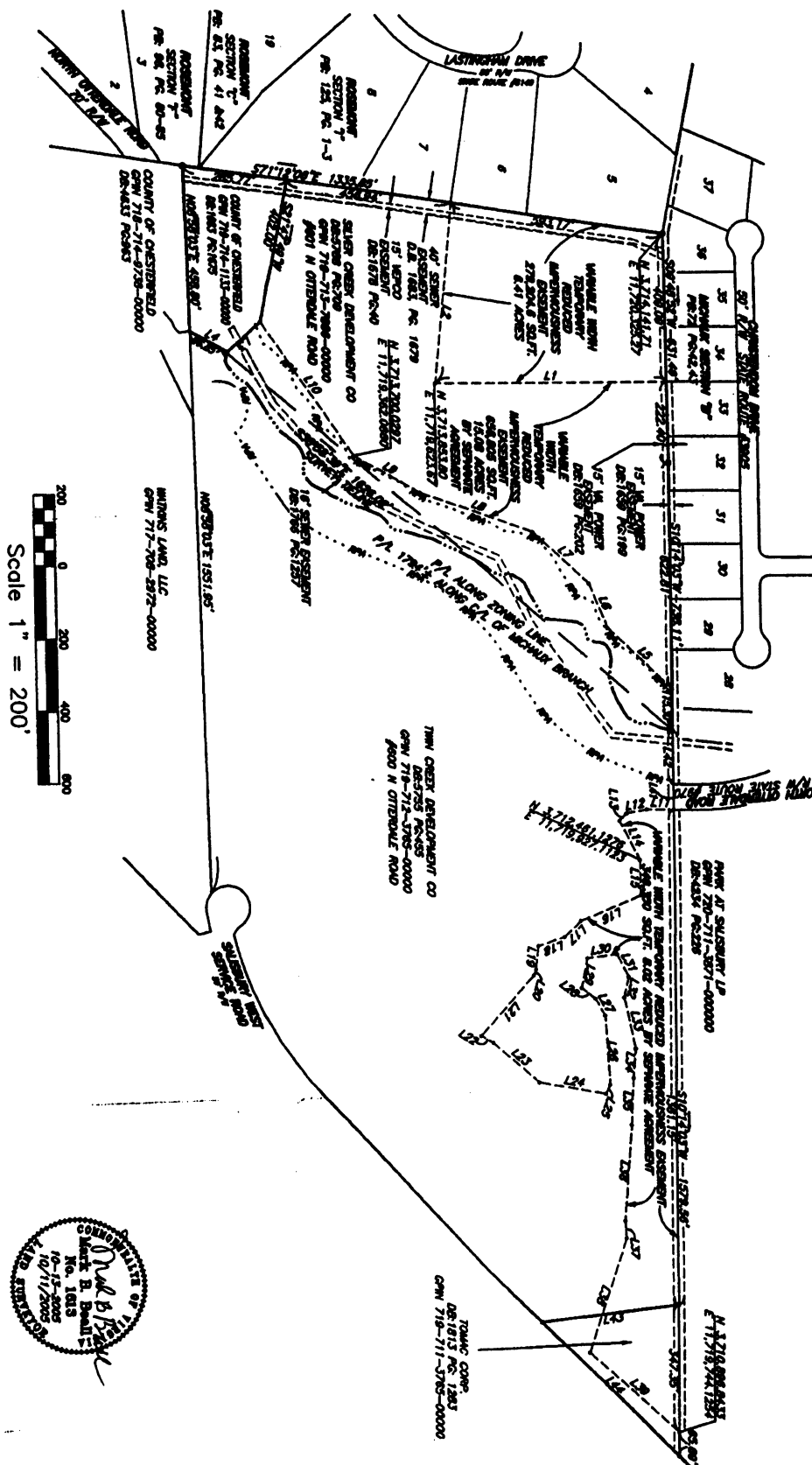
Chesterfield County Department of Utilities



1 inch equals 655.57 feet

000168

LINE			LINE			LINE			LINE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S57°40'10"E	642.50	L11	S70°45'11"E	78.43	L21	N40°08'22"E	144.47	L31	S57°40'10"E	642.50
L2	S15°18'16"E	498.11	L12	N60°45'21"E	78.54	L22	N40°08'22"E	167.60	L32	N15°18'16"E	62.74
L3	S15°18'16"E	130.00	L13	N65°00'51"E	77.52	L23	N40°08'22"E	164.90	L33	N15°18'16"E	131.81
L4	S20°18'16"E	177.00	L14	N11°03'22"E	321.50	L24	N10°58'38"E	384.47	L34	N15°18'16"E	384.47
L5	S20°18'16"E	244.58	L15	N11°03'22"E	62.50	L25	N40°08'22"E	168.60	L35	N15°18'16"E	46.16
L6	N1°15'30"E	150.00	L16	N27°22'18"E	179.35	L26	S00°18'03"E	51.31	L36	N40°08'22"E	157.11
L7	N3°24'12"E	200.50	L17	N68°15'28"E	62.34	L27	S00°18'03"E	43.87	L37	N40°08'22"E	157.00
L8	N3°24'12"E	533.10	L18	N70°08'19"E	76.59	L28	N30°12'48"E	70.05	L38	N10°58'38"E	164.00
L9	N50°01'42"E	370.00	L19	N1°20'28"E	65.43	L29	N62°38'42"E	70.52	L39	N40°08'22"E	302.50
L10	N23°51'2"E	444.91	L20	N1°40'16"E	222.79	L30	N22°18'20"E	58.10	L40	S57°40'10"E	527.00
K			L21	N51°40'16"E	322.79	L31	N22°18'20"E	58.10	L41	S57°40'10"E	527.00



Scale 1" = 200'

**MIDLOTHIAN DISTRICT  
CHESTERFIELD COUNTY, VIRGINIA**

SCALE 1"-200'  
SHEET NO.  
1 OF 1  
JOB NO.  
C0400146.03  
DEPT. 65

DESIGNED BY: CM  
CHECKED BY: JMC  
DATE: 10-11-2005  
REVISIONS:  
10-13-2005

000169



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.10.

**Subject:**

Request to Vacate and Rededicate Ten-Foot Temporary Construction and Sixteen-Foot Water Easements Across the Property of Target Corporation Formerly Known as Dayton Hudson Corporation

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*JHR*

**Board Action Requested:**

Authorize the Chairman of the Board and County Administrator to execute an agreement to vacate and rededicate 10' temporary construction and 16' water easements across the property of Target Corporation formerly known as Dayton Hudson Corporation.

**Summary of Information:**

Target Corporation formerly known as Dayton Hudson Corporation has requested the relocation 10' temporary construction and 16' water easements across their property. Staff has reviewed the request and recommends approval.

**District:** Bermuda

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes

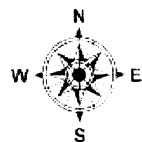
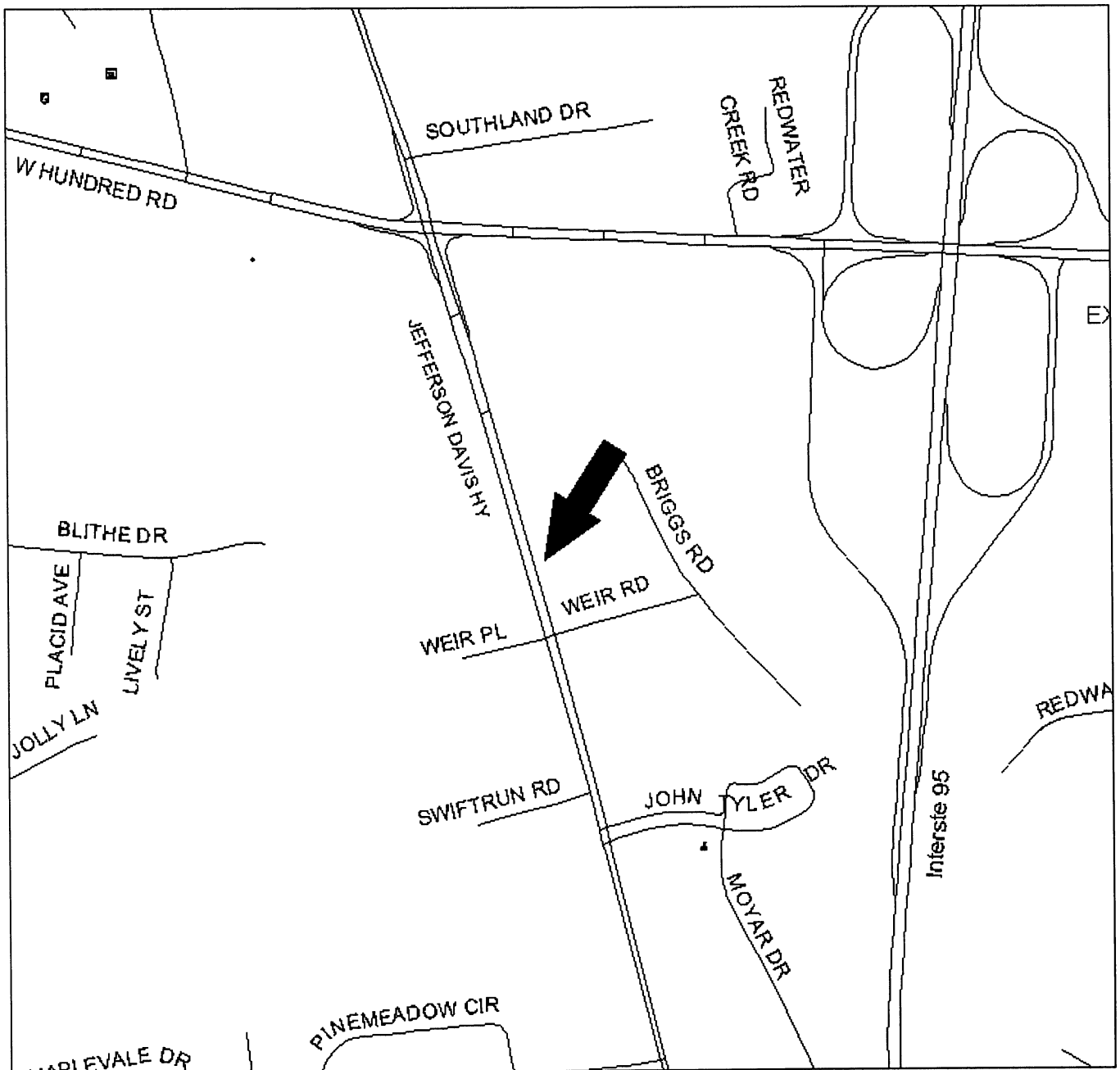


No

# 000170

# VICINITY SKETCH

REQUEST TO VACATE AND REDEDICATE 10' TEMPORARY  
CONSTRUCTION AND 16' WATER EASEMENTS ACROSS  
THE PROPERTY OF TARGET CORPORATION FORMERLY  
KNOWN AS DAYTON HUDSON CORPORATION



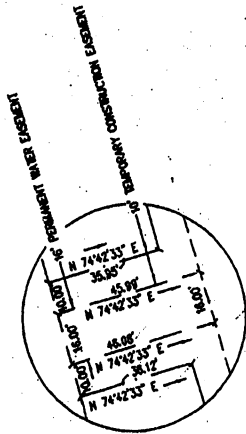
Chesterfield County Department of Utilities



1 inch equals 666.67 feet

000171

**NAD 83**



JEFFERSON DAVIS HWY.  
1 & 301  
RTE. 1 & 301  
U.S. MARSHAL SERVICE

JOH REALTY CORPORATION  
O.B. 3121, P.O. BOX  
TAYLOR, MD. 21088-6543  
TAYLOR, MD. 21088-6543  
TAYLOR, MD. 21088-6543

— VARIABLE WIDTH TEMPORARY  
CONSTRUCTION EASEMENT

(2) RADII=30.00"  
 LENGTH=66.03"  
 TANGENT=8.21"  
 CHORD=15.34"  
 BEARING=101.52°  
 2+31.35'

**TOTAL PERMANENT WATER EASEMENT:**  
737 SQ. FT. = 0.00 ACRES.

PLAT SHOWING EASEMENTS TO BE ACQUIRED CROSSING  
THE LAND NOW BELONGING TO  
DAYTON HUDSON CORPORATION  
BERNUDA DISTRICT, CHESTERFIELD COUNTY, VIRGINIA

**R/R**  
**R. SWARTZ NOTES & ASSOCIATES, INC.**  
**COUNSELING MANAGEMENT & SURVEILLANCE**  
**MEMPHIS, TENNESSEE**

COUNTY PROJECT NO. 96-0175  
E.R. PROJECT NO. 0056 PLAT 27

EASEMENT NO. 2004-0325

000172





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.11.

**Subject:**

Acceptance of Right of Way and Approval of the Purchase of Land for Powhite Parkway Extended

**County Administrator's Comments:** *Recommend Approval*

**County Administrator:** *JBR*

**Board Action Requested:**

Accept the dedication of 64.417 acres, more or less, and approve the purchase of 89.344 acres, more or less, for \$26,000 per acre, from Salvatore J. Cangiano and Magnolia Green Development, LLC, and authorize the County Administrator to execute the contracts and deeds.

**Summary of Information:**

Staff requests that the Board of Supervisors accept dedication of 64.417 acres, more or less, and approve the purchase of 89.344 acres, more or less, for \$26,000 per acre, plus closing costs which are estimated to be \$10,000, from Salvatore J. Cangiano and Magnolia Green Development, LLC, for Powhite Parkway Extended. Funding for the purchase is available in the CIP.

Approval is recommended.

**District:** Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



No

#

**000173**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Page 2 of 2**

**Meeting Date: January 10, 2007**

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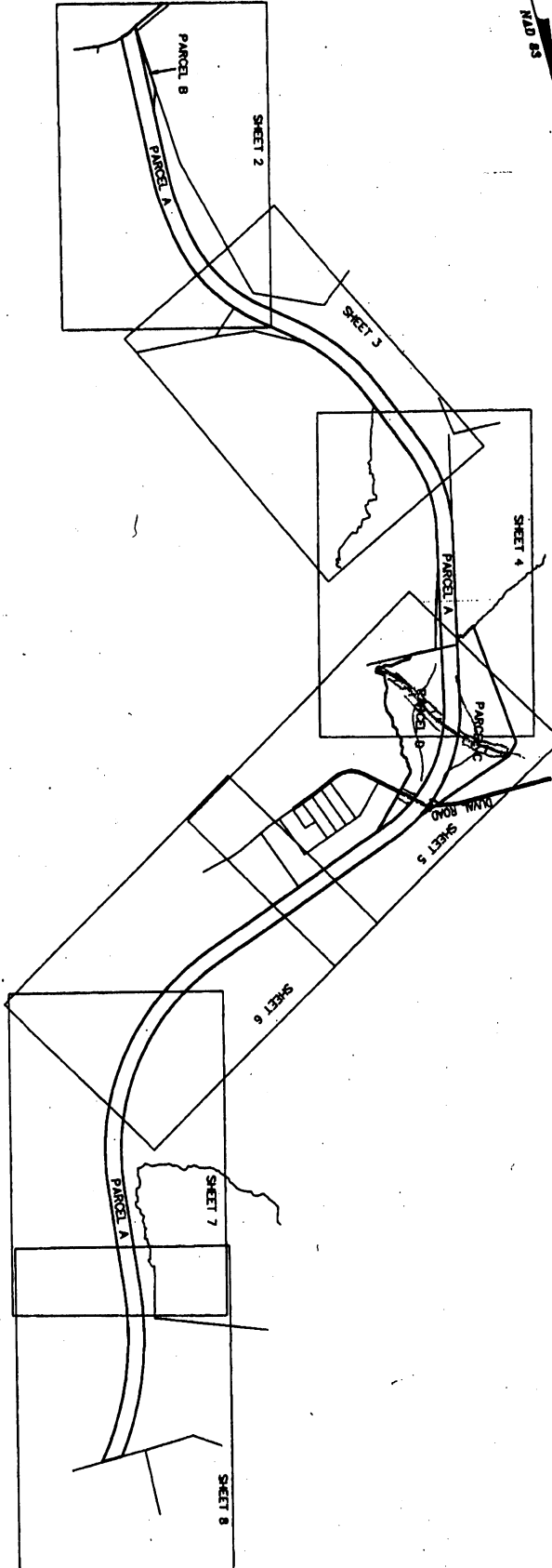
**Budget and Management Comments:**

This item requests that the Board authorize the purchase of 89.344 (+/-) acres at an estimated cost of \$2,322,944 (\$26,000 per acre) for right-of-way associated with the Powhite Parkway Extension. Additionally, an estimated \$10,000 in closing costs will be expended for this transaction. Funds were appropriated in the FY2007 CIP for this land purchase.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

**000174**



PLAT SHOWING FOUR PARCELS OF LAND  
LYING NORTH AND SOUTH OF DUAL ROAD  
TO BE DEDICATED

HATTOGA DISTRICT	Chesapeake County, Va.
DATE: NOV 15, 2006	SCALE: AS SHOWN
SHEET 1 OF 8	J.M.: 67223
DRAWN BY: HMD	CHECK BY: NRB

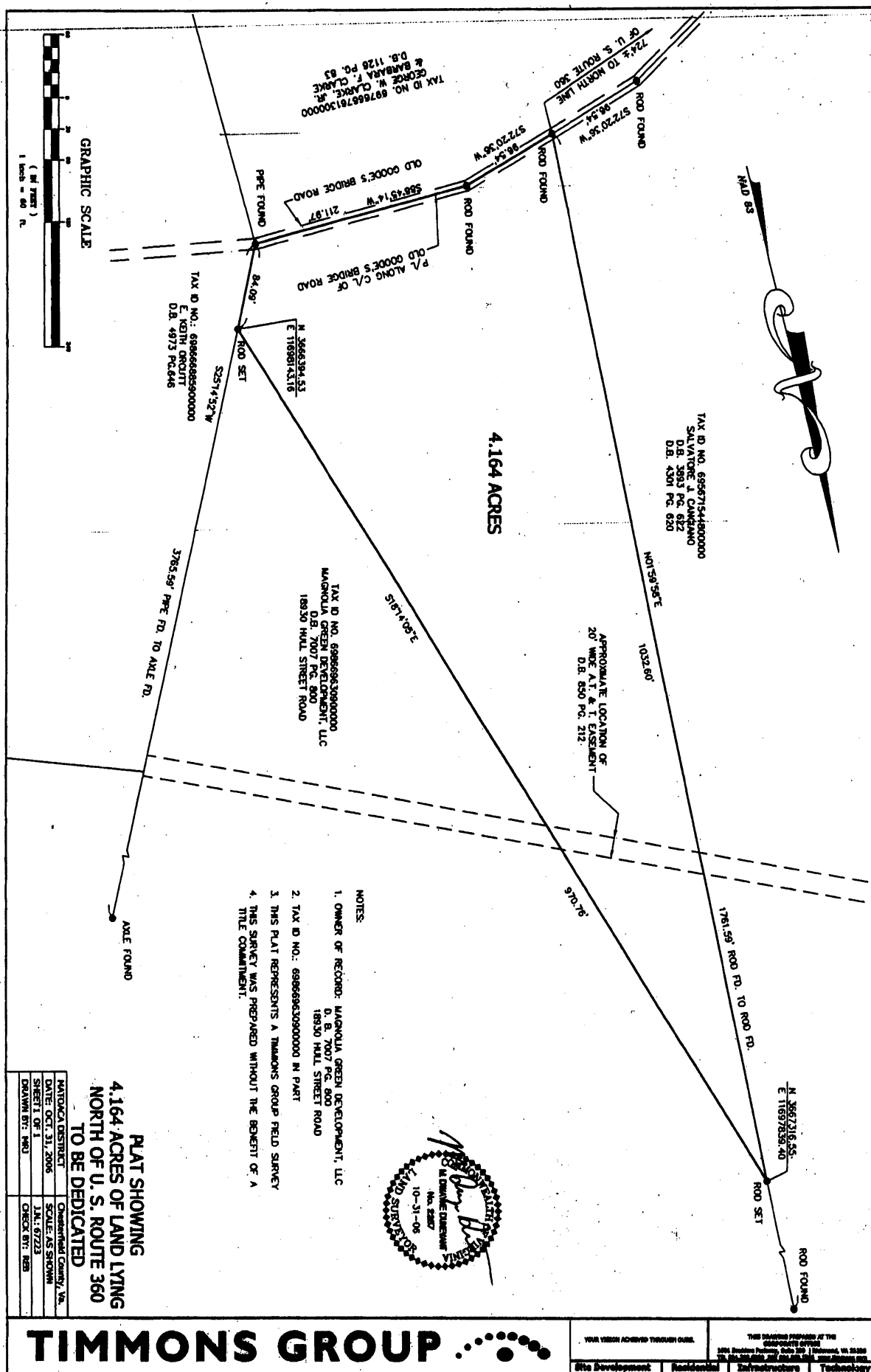
**TIMMONS GROUP**

YOUR VISION ACHIEVED THROUGH Ours.

Site Development Residential Infrastructure Technology

THIS DRAWING PREPARED AT THE  
CORPORATE OFFICE  
2104 Redding Parkway, Suite 200 | Richmond, VA 23220  
TEL: 804.781.8888 FAX: 804.781.8889 [www.timmons.com](http://www.timmons.com)

000175





**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 9.B.12.

**Subject:**

Declare a Parcel of Land Surplus and Offer for Sale

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*LJR*

**Board Action Requested:**

Staff requests that the Board declare a .90 acre parcel of land on Walhala Drive surplus property, and offer the property for sale by sealed bids.

**Summary of Information:**

Staff has received a request to purchase a .90 acre parcel of land known as the Bexley, Section 1, Water Booster Pump Station Lot. A water pump station was never constructed on the site and is not needed by the Utilities Department. Staff has reviewed this request and sees no other county use of the property and recommends that it be declared surplus. In keeping with county practice, staff recommends that the Board direct the property to be advertised for sale by sealed bids.

**District:** Clover Hill

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



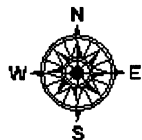
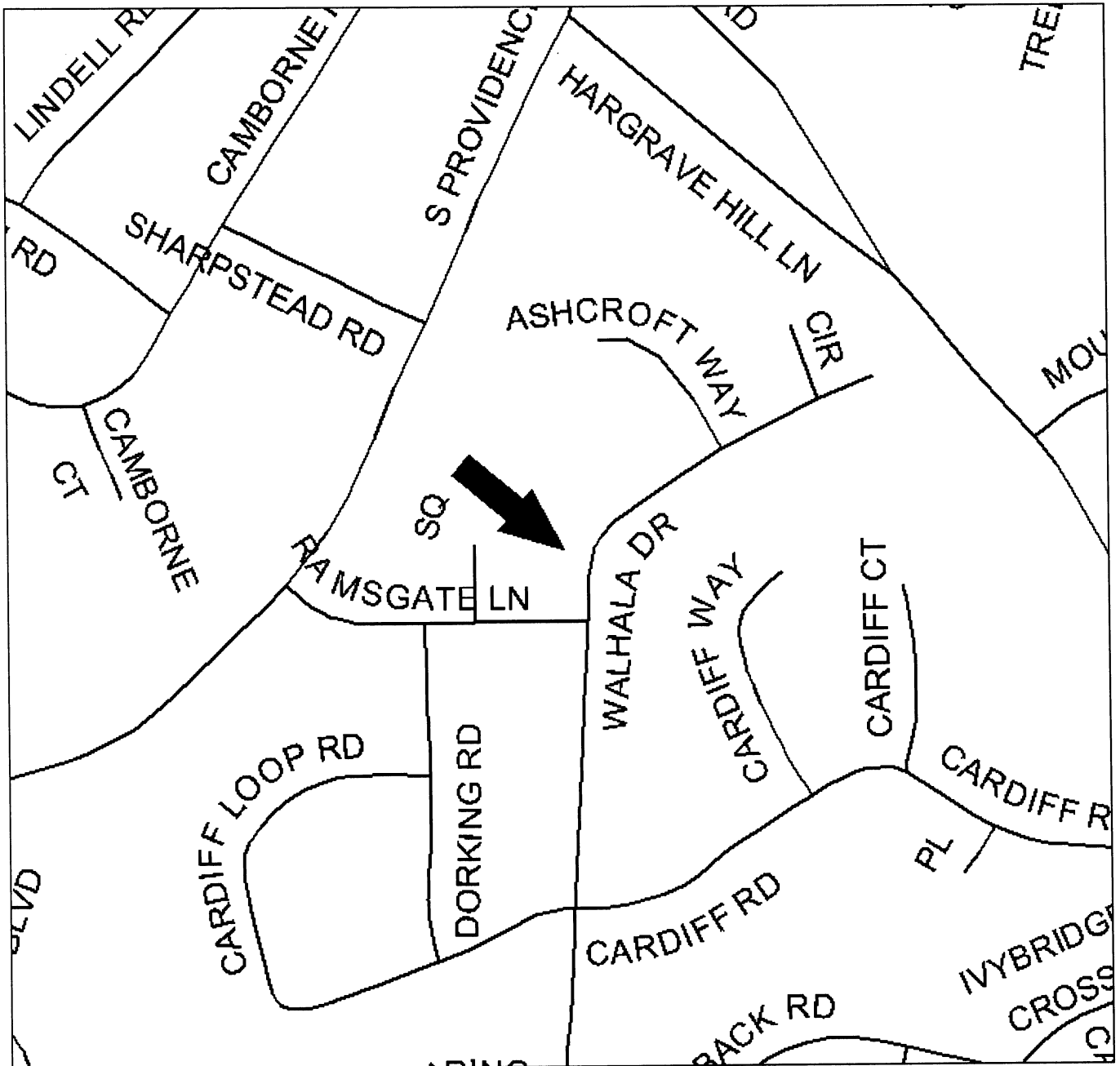
No

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000177

# VICINITY SKETCH

DECLARE A PARCEL OF LAND  
SURPLUS AND OFFER FOR SALE

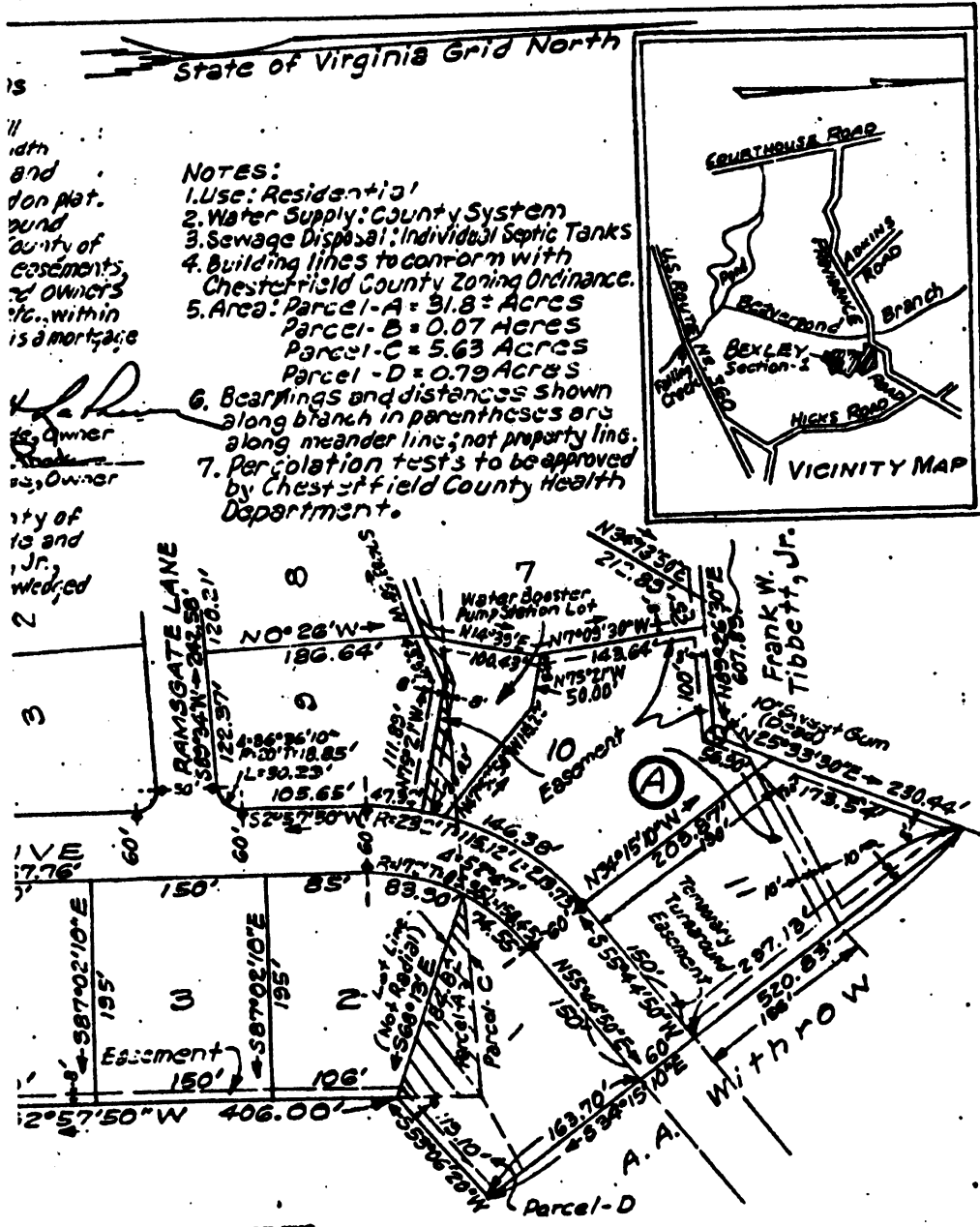


Chesterfield County Department of Utilities



1 inch equals 416.67 feet

000178



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wedged  
2

- NOTES:**
1. Use: Residential
  2. Water Supply: County System
  3. Sewage Disposal: Individual Septic Tanks
  4. Building lines to conform with Chesterfield County Zoning Ordinance.
  5. Area: Parcel-A = 31.8 ± Acres  
Parcel-B = 0.07 Acres  
Parcel-C = 5.63 Acres  
Parcel-D = 0.79 Acres
  6. Bearings and distances shown along branch in parentheses are along meander line; not property line.
  7. Percolation tests to be approved by Chesterfield County Health Department.

APPROVED BY THE  
CHESTERFIELD PLANNING COMMISSION  
JAN 29 1968 *Michael R. Bennett*

**CERTIFICATE**

I certify and believe all of the  
information for  
recording in  
this map has been complied  
over November, 1968.

LaPrade Bros.  
By: *Edward L. Harris*

# BEXLEY SECTION-1

MANCHESTER DISTRICT,  
CHESTERFIELD COUNTY, VIRGINIA  
November 3, 1967

LaPrade Bros.  
Civil Engineers  
Richmond, Va.







**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 6

**Meeting Date:** January 10, 2007

**Item Number:** 10.A.

**Subject:** Developer Water and Sewer Contracts

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ *JEB*

**Board Action Requested:** The Board of Supervisors has authorized the County Administrator to execute water and/or sewer contracts between County and Developer where there are no County funds involved.

The report is submitted to Board members as information.

**Summary of Information:**

The following water and sewer contracts were executed by the County Administrator:

1. Contract Number: 03-0282  
Project Name: Hampton Farms  
  
Developer: Gary T. & Bonnie A. Jennings  
  
Contractor: Castle Equipment Corporation  
  
Contract Amount: Water Improvements - \$160,551.00  
Wastewater Improvements - \$158,692.57  
  
District: Matoaca

Preparer: J. Edward Beck, Jr.

Title: Assistant Director of Utilities

**Attachments:**

☐

Yes

☒

No

#

00181

2. Contract Number: 04-0452  
Project Name: Living Word Ministries  
Developer: Living Word Ministries  
Contractor: Subterra Utilities, LLC  
Contract Amount: Water Improvements - \$72,482.00  
District: Clover Hill
3. Contract Number: 04-0526  
Project Name: Meadow Oaks, Section H  
Developer: Finer Homes  
Contractor: R.M.C. Contractors, Inc.  
Contract Amount: Water Improvements - \$12,500.00  
Wastewater Improvements - \$44,352.00  
District: Dale
4. Contract Number: 05-0103  
Project Name: Penske Truck Leasing  
Developer: Penske Truck Leasing  
Contractor: Gerald K. Moody, Inc.  
Contract Amount: Water Improvements - \$16,389.66  
Wastewater Improvements - \$21,788.72  
District: Bermuda
5. Contract Number: 05-0163  
Project Name: Sunrise Cottages at Bon Air  
Developer: Metsun Bon Air Va. Senior Living LLC  
Contractor: Ward & Stancil, Inc.  
Contract Amount: Water Improvements - \$96,950.00  
Wastewater Improvements - \$32,425.00  
District: Midlothian

6. Contract Number: 05-0286  
Project Name: Chester Country Inns & Suites Hotel  
  
Developer: Cosmos Virginia LLC  
  
Contractor: Bookman Construction Company  
  
Contract Amount: Water Improvements - \$149,850.00  
Wastewater Improvements - \$8,250.00  
  
District: Bermuda
7. Contract Number: 05-0306  
Project Name: Health Alliance  
  
Developer: Health Alliance, LLC  
  
Contractor: M. Wilton Construction Company  
  
Contract Amount: Water Improvements - \$26,200.00  
  
District: Midlothian
8. Contract Number: 05-0377  
Project Name: Tarrington, Section 12  
  
Developer: Robious Investments, LLC  
  
Contractor: Piedmont Construction Company, Inc.  
  
Contract Amount: Water Improvements - \$147,500.00  
Wastewater Improvements - \$245,100.00  
  
District: Midlothian
9. Contract Number: 05-0423  
Project Name: Stoney Glen South, Section 10  
  
Developer: Reeds Landing Corporation  
  
Contractor: R.M.C. Contractors, Incorporated  
  
Contract Amount: Water Improvements - \$38,310.00  
Wastewater Improvements - \$74,631.00  
  
District: Bermuda

10. Contract Number: 05-0425  
Project Name: Harpers Mill Subdivision, Section 1 NW  
Developer: Oakbridge Corporation  
Contractor: Piedmont Construction Company, Inc.  
Contract Amount: Water Improvements - \$255,100.00  
Wastewater Improvements - \$507,200.00  
District: Matoaca
11. Contract Number: 06-0018  
Project Name: Colonial Heights Pediatrics, Ltd.  
Developer: Shift, LLC  
Contractor: Groundsman  
Contract Amount: Water Improvements - \$32,853.00  
Wastewater Improvements - \$7,560.00  
District: Bermuda
12. Contract Number: 06-0035  
Project Name: Oaklake Marva Marble  
Developer: HRD-Richmond/Oak Lake, LLC  
Contractor: Excalibur Construction Corporation  
Contract Amount: Water Improvements - \$92,910.00  
Wastewater Improvements - \$53,838.00  
District: Clover Hill
13. Contract Number: 06-0092  
Project Name: Bubbles Car Wash  
Developer: Bubble Wash II, LLC  
Contractor: W. T. Curd, Jr. Contractor, Inc.  
Contract Amount: Water Improvements - \$13,450.00  
Wastewater Improvements - \$17,000.00  
District: Bermuda

14. Contract Number: 06-0097  
Project Name: Jefferson Green  
  
Developer: Jefferson Green Holdings, LLC  
  
Contractor: Shelton Corporation  
  
Contract Amount: Water Improvements - \$69,116.69  
Wastewater Improvements - \$37,246.86  
  
District: Midlothian
15. Contract Number: 06-0098  
Project Name: Foxcreek - Hancocks Quarter  
  
Developer: Fox Creek Development, Inc.  
  
Contractor: Castle Equipment Corporation  
  
Contract Amount: Water Improvements - \$91,051.25  
Wastewater Improvements - \$157,479.70  
  
District: Matoaca
16. Contract Number: 06-0099  
Project Name: Bayhill Pointe, Section 19  
  
Developer: Bayhill Development Corporation  
  
Contractor: Coastal Utilities, Incorporated  
  
Contract Amount: Water Improvements - \$47,272.15  
Wastewater Improvements - \$89,449.90  
  
District: Matoaca

17. Contract Number: 06-0230  
Project Name: Oaklake North South  
  
Developer: Oaklake, LLC  
  
Contractor: Excalibur Construction Corporation  
  
Contract Amount: Water Improvements - \$14,750.00  
Wastewater Improvements - \$17,275.00  
  
District: Clover Hill
18. Contract Number: 06-0429  
Project Name: Birdie Lane (11916 & 11924) Sewer Extension  
  
Developer: Premier Homes  
  
Contractor: Lyttle Utilities Incorporated  
  
Contract Amount: Wastewater Improvements - \$20,000.00  
  
District: Bermuda



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 10.B.

**Subject:**

Status of General Fund Balance, Reserve for Future Capital Projects,  
District Improvement Fund, and Lease Purchases

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_ 

**Board Action Requested:**

**Summary of Information:**

**Preparer:** \_\_\_\_\_ Lane B. Ramsey

**Title:** \_\_\_\_\_ County Administrator

**Attachments:**



Yes



No

# 000187

**CHESTERFIELD COUNTY**  
**UNDESIGNATED GENERAL FUND BALANCE**  
**January 10, 2007**

<b>BOARD MEETING DATE</b>	<b><u>DESCRIPTION</u></b>	<b><u>AMOUNT</u></b>	<b><u>BALANCE</u></b>
07/01/06	FY2007 Actual Beginning Fund Balance		\$71,444,555
11/21/06	Designate for potential tax rate reduction, half-year 2007	(5,500,000)	\$65,944,555
11/21/06 12/13/06	Designation for Schools use in FY2007: security and safety upgrades at middle and elementary schools	(2,700,000)	\$63,244,555
11/21/06 12/13/06	Designation for Schools use in Fy2007 for non-recurring costs: bus and vehicle replacements	(2,300,000)	\$60,944,555
11/21/06	Designation for Schools use in FY2008: capital projects	(4,184,979)	\$56,759,576
11/21/06	Designation for county use in FY2008: County capital bond	(5,000,000)	\$51,759,576
11/21/06	Designation for county use in FY2008: non-recurring operating budget costs	(1,815,021)	49,944,555
11/21/06	Projected Undesignated Fund Balance through FY2008		49,944,554

\*Includes \$4.5 million addition to Fund Balance from FY2006 results of operations.



**CHESTERFIELD COUNTY  
RESERVE FOR FUTURE CAPITAL PROJECTS  
TRADITIONALLY FUNDED BY DEBT**

**January 10, 2007**

Board Meeting Date	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
<b>FOR FISCAL YEAR 2007 BEGINNING JULY 1, 2006</b>			
4/12/2006	FY07 Budgeted Addition	9,994,100	11,763,698
4/12/2006	FY07 Capital Projects	(9,261,900)	2,501,798
8/23/2006	Elevator modernization in five-story Administration Bldg.	(150,000)	2,351,798
10/11/2006	Henricus Historical Park Improvements	(70,000)	2,281,798
10/11/2006	Falling Creek Park - North: land acquisition	(41,000)	2,240,798
10/11/2006	Falling Creek Park - North: land acquisition	(305,000)	1,935,798
12/13/2006	Matoaca Park bid awarded; return funds	305,000	2,240,798
11/8/2006	Eppington Plantation parking and road construction improvements	(110,000)	2,130,798
11/21/2006	Return unused funds from J&DR Courthouse projects from April 4, 2001	25,000	2,155,798
11/21/2006	Return unused RMA Diamond payment budgeted in FY2006	100,000	2,255,798
12/13/2006	Meadowdale Library construction	(300,000)	1,955,798

**CHESTERFIELD COUNTY**  
**DISTRICT IMPROVEMENT FUNDS**  
**January 10, 2007**

<u>District</u>	<u>Prior Years Carry Over</u>	<u>FY2007 Appropriation</u>	<u>Funds Used Year to Date</u>	<u>Items on 1/10 Agenda</u>	<u>Balance Pending Board Approval</u>
<b>Bermuda</b>	\$38,271	\$48,500	\$17,476	\$449	\$68,845
<b>Clover Hill</b>	61,356	48,500	5,459	2,280	102,118
<b>Dale</b>	53,897	48,500	13,700	0	88,697
<b>Matoaca</b>	78,732	48,500	27,227	8,421	91,584
<b>Midlothian</b>	26,800	48,500	14,027	607	60,666
<b>County Wide</b>	-	13,500	0	-	13,500

Prepared by  
Accounting Department  
December 31, 2006

## SCHEDULE OF CAPITALIZED LEASE PURCHASES

### APPROVED AND EXECUTED

<u>Date Began</u>	<u>Description</u>	<u>Original Amount</u>	<u>Date Ends</u>	<u>Outstanding Balance 12/31/06</u>
04/99	Public Facility Lease – Juvenile Courts Project	\$16,100,000	11/19	\$10,465,000
01/01	Certificates of Participation - Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	13,725,000	11/21	9,125,000
03/03	Certificates of Participation – Building Construction, Expansion and Renovation	6,100,000	11/23	5,140,000
03/04	Certificates of Participation – Building Construction, Expansion and Renovation; Acquisition/Installation of Systems	21,970,000	11/24	19,690,000
10/04	Cloverleaf Mall Redevelopment Project	9,225,000	10/08	9,225,000
11/04	School Archival/Retrieval System Lease	21,639	01/08	8,502
12/04	Energy Improvements at County Facilities	1,519,567	12/17	1,429,916
12/04	Energy Improvements at School Facilities	427,633	12/10	347,871
05/05	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	14,495,000	11/24	13,465,000
05/06	Certificates of Participation – Building Acquisition, Construction, Installation, Furnishing and Equipping; Acquisition/Installation of Systems	<u>11,960,000</u>	11/24	<u>11,155,000</u>
TOTAL APPROVED AND EXECUTED		<u>\$95,543,839</u>		<u>\$80,051,289</u>

### PENDING EXECUTION

Description  
None

Approved  
Amount

**000191**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 10.C.

**Subject:**

Roads Accepted into the State Secondary System

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

A handwritten signature, likely of the County Administrator, is written over the line.

**Board Action Requested:**

**Summary of Information:**

**Preparer:** \_\_\_\_\_ Lisa Elko \_\_\_\_\_

**Title:** \_\_\_\_\_ Clerk to the Board \_\_\_\_\_

**Attachments:**



Yes



No

# 000192

# *Report of Changes to the Secondary System of State Highways*

County of Chesterfield				Length Miles	Date BOS Resolution	Effective
Street Names grouped by Project/Subdivision		Route	Street Termini			
<b>System Change: Addition</b>						
<b>Manders Drive</b>						
Manders Drive	07104	From: .04m E of Charter Colony (Rt 950) To: Coalfield Rd., (Rt 754)		0.23	10/25/2006	11/21/2006
Manders Drive	07104	From: Charter Colony (Rt 950) To: .04m E of Charter Colony (Rt 950)		0.04	10/25/2006	11/21/2006
<b>Rivers Trace, Section D</b>						
Devlin Drive	04443	From: 0.16m S of Corte Castle Rd., (rt. 4757) To: Cul-de-sac		0.06	7/27/2005	11/30/2006
Pypers Pointe Drive	04756	From: St. Audries Dr., (rt. 5899) To: Temp. Cul-de-sac		0.04	7/27/2005	11/30/2006
Pypers Pointe Drive	04756	From: 0.06m S of Corte Castle Rd., (rt. 4757) To: St. Audries Dr., (rt. 5899)		0.27	7/27/2005	11/30/2006
St. Audries Drive	05899	From: Pypers Pointe Dr., (rt. 4756) To: Temporary Cul-de-sac		0.03	7/27/2005	11/30/2006
<b>Rivers Trace, Section E</b>						
Pypers Pointe Drive	04756	From: .04m S of Saint Aubries Dr., (5899) To: cul-de-sac		0.14	6/28/2006	11/30/2006
<b>Rivers Trace, Section F</b>						
St. Audries Drive	05899	From: .03m W of Pypers Pointe Dr., (Rt 4756) To: Cul-de-sac		0.17	6/28/2006	11/30/2006
<b>Stoney Glen South, Section 6</b>						
Glenmorgan Court	07106	From: Glenmorgan Dr., (Rt 7105) To: Cul-de-sac		0.11	12/13/2006	11/27/2006
Glenmorgan Drive	07105	From: Woodleigh Dr., (Rt 5668) To: Glenmorgan Ct., (Rt 7106)		0.07	12/13/2006	11/27/2006
Glenmorgan Drive	07105	From: Woodleigh Dr., (Rt 5668) To: Cul-de-sac		0.06	12/13/2006	11/27/2006
Glenmorgan Drive	07105	From: Glenmorgan Ct., (Rt 7106) To: Temp EOM		0.09	12/13/2006	11/27/2006
Woodleigh Drive	05668	From: .03m W of Dalamere Dr., (Rt 5868) To: Glenmorgan Dr., (Rt 7105)		0.10	12/13/2006	11/27/2006
<b>Tarrington, Section 3</b>						

*This document summarizes implemented changes in the secondary system of state highways that will be reported to the Commonwealth Transportation Board on December 14, 2006*

000193

*Report of Changes to the Secondary System of State Highways*

County of Chesterfield				Length Miles	Date BOS Resolution	Effective
Street Names grouped by Project/Subdivision				Street Termini	Route	
System Change: Addition						
Tarrington, Section 3						
Ashwell Drive						
				05843 From: .03m NE of Grendon Ln., (Rt 5898) To: .38m NE of Grendon Ln., (Rt 5898)		0.35 9/27/2006 11/20/2006
Ashwell Drive				05843 From: .35m NE of Grendon Ln., (Rt 5898) To: Sherfield Rd., (Rt 7101)		0.04 9/27/2006 11/20/2006
Ashwell Drive				05843 From: Sherfield Rd., (Rt 7101) To: Temp EOM		0.01 9/27/2006 11/20/2006
Langford Drive				05845 From: .05m n of markfield Dr., (Rt 5847) To: cul-de-sac		0.09 9/27/2006 11/20/2006
Markfield Drive				05847 From: .02m NW of Langford Dr., (Rt 5845) To: .07m NW of Langford Dr., (Rt 5845)		0.07 9/27/2006 11/20/2006
Riverton Ridge Drive				07103 From: .20m W of Welby Dr., (Rt 7102) To: Temp EOM		0.15 9/27/2006 11/20/2006
Riverton Ridge Drive				07103 From: Welby Wy., (Rt 7102) To: .15 W of Welby Dr., (Rt 7102)		0.15 9/27/2006 11/20/2006
Riverton Ridge Drive				07103 From: .15m W of Welby Dr., (Rt 7102) To: .20m W of Welby Dr., (rt 7102)		0.05 9/27/2006 11/20/2006
Sherfield Road				07101 From: Ashwell Dr., (Rt 5843) To: Welby Wy., (Rt 7102)		0.15 9/27/2006 11/20/2006
Welby Way				07102 From: Riverton Ridge Dr., (Rt 7103) To: Temp EOM		0.02 9/27/2006 11/20/2006
Welby Way				07102 From: Sherfield Rd., (Rt 7101) To: Riverton Ridge Dr., (Rt 7103)		0.04 9/27/2006 11/20/2006
Total Net Change in Mileage						2.53

This document summarizes implemented changes in the secondary system of state highways that will be reported to the Commonwealth Transportation Board on December 14, 2006

000194



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2006

**Item Number:** 12.

**Subject:**

Closed Session

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

A handwritten signature in cursive script, appearing to be "JBR", written over a horizontal line.

**Board Action Requested:**

**Summary of Information:**

Closed session pursuant to § 2.2-3711(A)(7), Code of Virginia, 1950, as amended, for consultation with legal counsel pertaining to probable litigation involving a Chesterfield County police officer.

**Preparer:** Steven L. Micas

**Title:** County Attorney  
0800:74035.1

**Attachments:**

☐

Yes

☒

No

#

**000195**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 16.A.

**Subject:**

Resolution Recognizing the Honorable R. M. "Dickie" King, Jr., as 2006 Chairman of the Board of Supervisors

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

A handwritten signature, likely of the County Administrator, is written over the line.

**Board Action Requested:**

Adoption of the attached resolution.

**Summary of Information:**

This resolution will recognize Mr. King for his untiring efforts as 2006 Chairman of the Chesterfield Board of Supervisors.

Preparer: Lisa Elko

Title: Clerk to the Board

**Attachments:**



Yes



No

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**000196**



RECOGNIZING THE HONORABLE R. M. "DICKIE" KING, JR. AS 2006  
CHAIRMAN OF THE BOARD OF SUPERVISORS

WHEREAS, the Honorable R. M. "Dickie" King, Jr., Supervisor representing the Bermuda District, served as Chairman of the Board of Supervisors from January 2006 to December 2006, and during this period, demonstrated outstanding leadership through many challenges and opportunities confronting the county, including reducing the real estate tax rate to \$1.04 (from \$1.07), this being the largest decrease in the tax rate in 26 years; adopting the first total budget to break the \$1 billion mark; continuing expansion of real estate tax relief for the elderly and disabled; eliminating the county's vehicle decal; adoption of public comment periods during the afternoon and evening sessions of all Board meetings; and ending FY2006 with positive results of operations, thereby positioning the county for further tax reductions this coming year; and

WHEREAS, Mr. King demonstrated strong interest and support for business development in the county, particularly along the Jefferson Davis Corridor and all other areas of the county; guided the completion of an Efficiency Report on what is working well in the county and possible areas for improvement; and throughout his tenure as chairman was sensitive and responsive to the needs of citizens; and

WHEREAS, successes under Mr. King's Chairmanship include economic development efforts such as adjusting the BPOL rate and thresholds, creating new categories to enhance business retention and recruitment, approving the rezoning of the 800-acre Watkins Centre project at Midlothian Turnpike and Route 288, installing signage and new landscaping at the entrance of Meadowville Technology Park, the ground breaking of the Northrop Grumman facility located at Meadowville Technology Park, amending the Jefferson Davis and Walthall Enterprise Zone boundaries to create new local incentives for eligible businesses, and opening of two automobile dealerships at the Walthall exit; establishing the Sustain Our Communities Committee to work on preventing blight in our neighborhoods and older business areas; and supporting various transportation improvements including three spot safety improvements on Bailey Bridge Road and Newby's Bridge Road, two intersection improvements on Woodpecker Road, widening of Robious Road to four lanes from Ashwell Drive to James River Road, construction of Meadowville Lane - a new industrial road to serve Northrop Grumman, widening of Route 360 westbound between Route 288 and Old Hundred Road, and safety improvements and bridge replacement on Old Buckingham Road; and

WHEREAS, other successes under Mr. King's Chairmanship include the county maintaining its AAA rating from each of the three major bond-rating agencies; receiving 8 NACo Achievement Awards and Public Affairs receiving 15 communication awards from NACIO; completing six major construction projects, including the replacement jail, the Community Development building, a new Police Property and Evidence Facility, the Public Safety Fire Training area, the new Hull Street Police Precinct,

and beginning construction of the Fire Logistics Warehouse and Equipment Repair Facility; other accomplishments this year, including receiving designation as one of the 100 Best Communities for Young People by America's Promise - The Alliance for Youth; receiving the Diversity All Star Award from the Greater Richmond Chamber of Commerce and the Richmond Human Resource Management Association; The James River Advisory Council receiving an award by Richmond History Makers for "Fostering Regional Cooperation"; opening of the Government Center Trail at the county complex and Mount Maladay at Henricus Park; and appropriating funds to start an Employee Health Clinic to address the rising cost of health care.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 10<sup>th</sup> day of January 2007, publicly recognizes and applauds the untiring efforts displayed by its 2006 Chairman, the Honorable R. M. "Dickie" King, Jr.

AND, BE IT FURTHER RESOLVED that the Board of Supervisors hereby acknowledges Mr. King's efforts with a plaque recognizing his distinguished service from January 2006 to December 2006.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date: January 10, 2007**

**Item Number: 16.B.**

**Subject:**

Resolution Recognizing Mr. David Ben Zitzelberger, Troop 837, sponsored by Chester Baptist Church; Mr. Tyler Prescott Parham, Troop 877, sponsored by Chester Presbyterian Church; Mr. Griffin Meade Drake and Mr. Charles Ryan Kessinger, both of Troop 876, sponsored by Mount Pisgah United Methodist Church; and Mr. Kevin John Searfoorce, Mr. Travis Charles Mitchell and Mr. Andrew Blaine Toups, all of Troop 806, sponsored by Woodlake United Methodist Church, Upon Attaining Rank of Eagle Scout

**County Administrator's Comments:**

County Administrator: \_\_\_\_\_ *LGR*

**Board Action Requested:**

Adoption of the attached resolution.

**Summary of Information:**

Staff has received requests for the Board to adopt resolutions recognizing Mr. David Ben Zitzelberger, Troop 837, Mr. Tyler Prescott Parham, Troop 877, Mr. Griffin Meade Drake and Mr. Charles Ryan Kessinger, both of Troop 876, and Mr. Kevin John Searfoorce, Mr. Travis Charles Mitchell and Mr. Andrew Blaine Toups, all of Troop 806, upon attaining the rank of Eagle Scout. All will be present at the meeting, accompanied by members of their families, to accept the resolutions.

Preparer: \_\_\_\_\_ Lisa Elko

Title: \_\_\_\_\_ Clerk to the Board

**Attachments:**



Yes



No

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**000199**

WHEREAS, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910, and was chartered by Congress in 1916; and

WHEREAS, the Boy Scouts of America was founded to build character, provide citizenship training and promote physical fitness; and

WHEREAS, after earning at least twenty-one merit badges in a wide variety of skills including leadership, service and outdoor life, serving in a leadership position in a troop, carrying out a service project beneficial to their community, being active in the troop, demonstrating Scout spirit, and living up to the Scout Oath and Law

Mr. David Ben Zitzelberger, Troop 837, sponsored by Chester Baptist Church; Mr. Tyler Prescott Parham, Troop 877, sponsored by Chester Presbyterian Church; Mr. Griffin Meade Drake and Mr. Charles Ryan Kessinger, both of Troop 876, sponsored by Mount Pisgah United Methodist Church; and Mr. Kevin John Searfoorce, Mr. Travis Charles Mitchell and Mr. Andrew Blaine Toups, all of Troop 806, sponsored by Woodlake United Methodist Church, have accomplished those high standards of commitment and have reached the long-sought goal of Eagle Scout which is received by only four percent of those individuals entering the Scouting movement; and

WHEREAS, growing through their experiences in Scouting, learning the lessons of responsible citizenship, and endeavoring to prepare themselves for roles as leaders in society, David, Tyler, Griffin, Charlie, Kevin, Travis and Blaine have distinguished themselves as members of a new generation of prepared young citizens of whom we can all be very proud.

NOW, THEREFORE, BE IT RESOLVED that the Chesterfield County Board of Supervisors, this 10<sup>th</sup> day of January 2007, hereby extends its congratulations to Mr. David Ben Zitzelberger, Mr. Tyler Prescott Parham, Mr. Griffin Meade Drake, Mr. Charles Ryan Kessinger, Mr. Kevin John Searfoorce, Mr. Travis Charles Mitchell and Mr. Andrew Blaine Toups, and acknowledges the good fortune of the county to have such outstanding young men as its citizens.



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 17.A.

**Subject:**

Public Hearing to Amend Section 19-637 of the Code of the County of Chesterfield Relating to Limitations on Signs in Residential and Agricultural Districts

**County Administrator's Comments:** *Recommend Approval*

**County Administrator:** *ATB*

**Board Action Requested:**

Hold a Public Hearing to Amend Section 19-637 of the Code of the County of Chesterfield and then Adopt the Proposed Amendment

**Summary of Information:**

Since at least 1994, the County has had a restriction on the size of signs in residential and agricultural districts, with most of the signs being limited in size to eight square feet. The County sign ordinance allows signs expressing all types of speech (except obscenity), but it places restrictions on the size, height and number of signs in order to prevent them from either becoming obstructions, hazards or from diminishing property values.

In a decision on June 15, 2006, the Circuit Court ruled that the language of the existing ordinance did not specifically restrict signs that express personal opinions and, therefore, that the current ordinance places no limitation on the size of those signs in residential and agricultural districts.

Preparer: Kirkland A. Turner

Title: Director of Planning  
2700:73765.2

**Attachments:**

☐

Yes

☒

No

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**000201**

**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

**Page 2 of 2**

The proposed change will clarify the language of the sign ordinance in order to carry out the original intent of the sign ordinance to place size and height limitations on all categories of signs placed on lots in residential or agricultural districts. The proposed amendment still permits all noncommercial messages to be expressed on a sign, but simply prevents a residential or agricultural lot owner from erecting a billboard-sized sign on their property.

At its July 26, 2006 meeting, the Board of Supervisors referred this amendment to the Planning Commission. The Planning Commission held a public hearing on the sign ordinance amendment on October 17, 2006. One individual spoke in opposition to this amendment at that meeting. The Planning Commission deferred action to its November 16<sup>th</sup> meeting and then recommended denial of the proposed zoning ordinance amendment by a 2-1 vote, with 1 abstention.

Summary of proposed sign ordinance amendments (sections 19-637)  
The amendment will allow non-commercial signs no greater than 8 square feet in area and 5 feet in height to be located in residential and agricultural zoned districts.

**AN ORDINANCE TO AMEND THE CODE OF THE COUNTY  
OF CHESTERFIELD, 1997, AS AMENDED, BY AMENDING  
AND RE-ENACTING SECTION 19-637 RELATING TO SIGNS**

BE IT ORDAINED by the Board of Supervisors of Chesterfield County:

(1) That Section 19-637 of the Code of the County of Chesterfield, 1997, as amended, is amended and re-enacted to read as follows:

**Sec. 19-637. Limitation on specific signs.**

o o o

(w) Noncommercial signs, other than those specifically regulated elsewhere in this chapter or as a condition of zoning, located on residential or agriculturally zoned lots, provided that the signs do not exceed five feet in height and the total area of all signs on the lot does not exceed eight square feet.

(2) That this ordinance shall become effective immediately upon adoption.

**000202**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of **1**

**Meeting Date:** January 10, 2006

**Item Number:** 17.B.

**Subject:**

Public Hearing to Consider Conveyance of a 3.25-Acre Parcel Located on Reycan Road in the Chesterfield County Industrial Airpark to Courthouse 3, LLC

**County Administrator's Comments:** *Recommend Approval*

**County Administrator:** *[Signature]*

**Board Action Requested:**

Staff recommends that the Board of Supervisors authorize the County Administrator to enter into a contract approved by the County Attorney and to convey a 3.25-acre parcel located on Reycan Road, exclusive of any wetlands, to Courthouse 3, LLC. Staff also requests authorizing the County Administrator to enter into a purchase contract on terms approved by the County Attorney.

**Summary of Information:**

Courthouse 3, LLC would like to build a 20,000 square foot building for a building material supplier. The investment will be approximately \$1.5 million and employ approximately 10 employees.

Economic Development proposes to sell Courthouse 3, LLC 3.25+/- acres at \$57,600 per acre, exclusive of any wetlands. Staff recommends that the County Administrator be authorized to enter into a contract on terms approved by the County Attorney to consider conveyance of the parcel.

Preparer: E. Wilson Davis, Jr. Title: Director, Economic Development

**Attachments:**



Yes



No

#  
**000203**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 2 of 2

**Meeting Date:** January 10, 2007

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**Budget and Management Comments:**

This item requests that the Board of Supervisors authorize the County Administrator to enter into a contract and to convey a +/-3.25-acre parcel to Courthouse 3, LLC. The Board is also requested to authorize the County Administrator to enter into a purchase contract. The proceeds from the sale of the land would not be appropriated at this time. The proceeds would be added to the Industrial Park reserve and would be available for appropriation for future economic development related projects.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

000204



**13 ac.**

000205



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 2

**Meeting Date:** January 10, 2007

**Item Number:** 17.C.

**Subject:**

Hold a Public Hearing to Consider the Appropriation of Funds for Site Improvements for a New Academic Building at John Tyler Community College - Midlothian Campus

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*ASR*

**Board Action Requested:**

Hold a public hearing to consider the appropriation of \$1.2 million to John Tyler Community College for site improvements for a new academic building to be constructed at the Midlothian Campus.

**Summary of Information:**

This date and time has been advertised to hold a public hearing to consider the appropriation of \$1.2 million to John Tyler Community College for site improvements for a new academic building to be constructed at the Midlothian campus.

The General Assembly included \$18.9 million in the 2006-2008 Biennial Budget to construct a new academic building at the Midlothian Campus. This facility is planned to be 60,000 square feet and will accommodate the demand for additional classrooms, labs, faculty offices, a learning resource center, a student center, and a campus bookstore.

The Appropriations Act requires that infrastructure outside the footprint of buildings be funded by the localities being served. Typically, this includes the extension of utilities, roadway preparations, parking lot alterations, and similar activities. Chesterfield's total share for these site improvements is \$2.5 million. The state requires that the College secure funding prior to the execution of a construction contract.

Preparer: Allan M. Carmody

Title: Director, Budget and Management

**Attachments:**

☐

Yes

☒

No

# **000206**



# **CHESTERFIELD COUNTY BOARD OF SUPERVISORS AGENDA**

**Page 2 of 2**

**Meeting Date: January 10, 2007**

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**Summary of Information (continued):**

Staff proposes that \$1.2 million be made available to the College in the current fiscal year. The balance of \$1.3 million will be included in the County Administrator's Proposed FY2008-2012 Capital Improvement Program (CIP). The Board of Supervisors will adopt the CIP in April 2007. Assuming approval by the Board, the balance of funds would be made available to the College in July 2007.

This agenda item requests that the Board consider the appropriation of \$1.2 million, currently available in a reserve account, to the College. State code requires that a public hearing be held to appropriate funds in an amount exceeding \$500,000.

**000207**



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 17.0.

**Subject:**

PUBLIC HEARING: Ordinance to Vacate a Twenty-Foot Drainage Easement Within Block A, Revision of Chesterfield Airport Industrial Park, Section A

**County Administrator's Comments:** *Recommend Approval*

**County Administrator:** *MR*

**Board Action Requested:**

Adopt an ordinance to vacate a 20' drainage easement Within Block A, Revision of Chesterfield Airport Industrial Park, Section A, as shown on the attached plat.

**Summary of Information:**

On January 31, 1991 the Board adopted an ordinance to vacate a drainage easement within Block A, Revision of Chesterfield Airport Industrial Park Section A. The easement was incorrectly identified as a 16' drainage easement. Staff recommends that the Board adopt this ordinance to correct the easement width.

**District:** Dale

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes



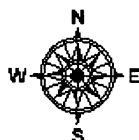
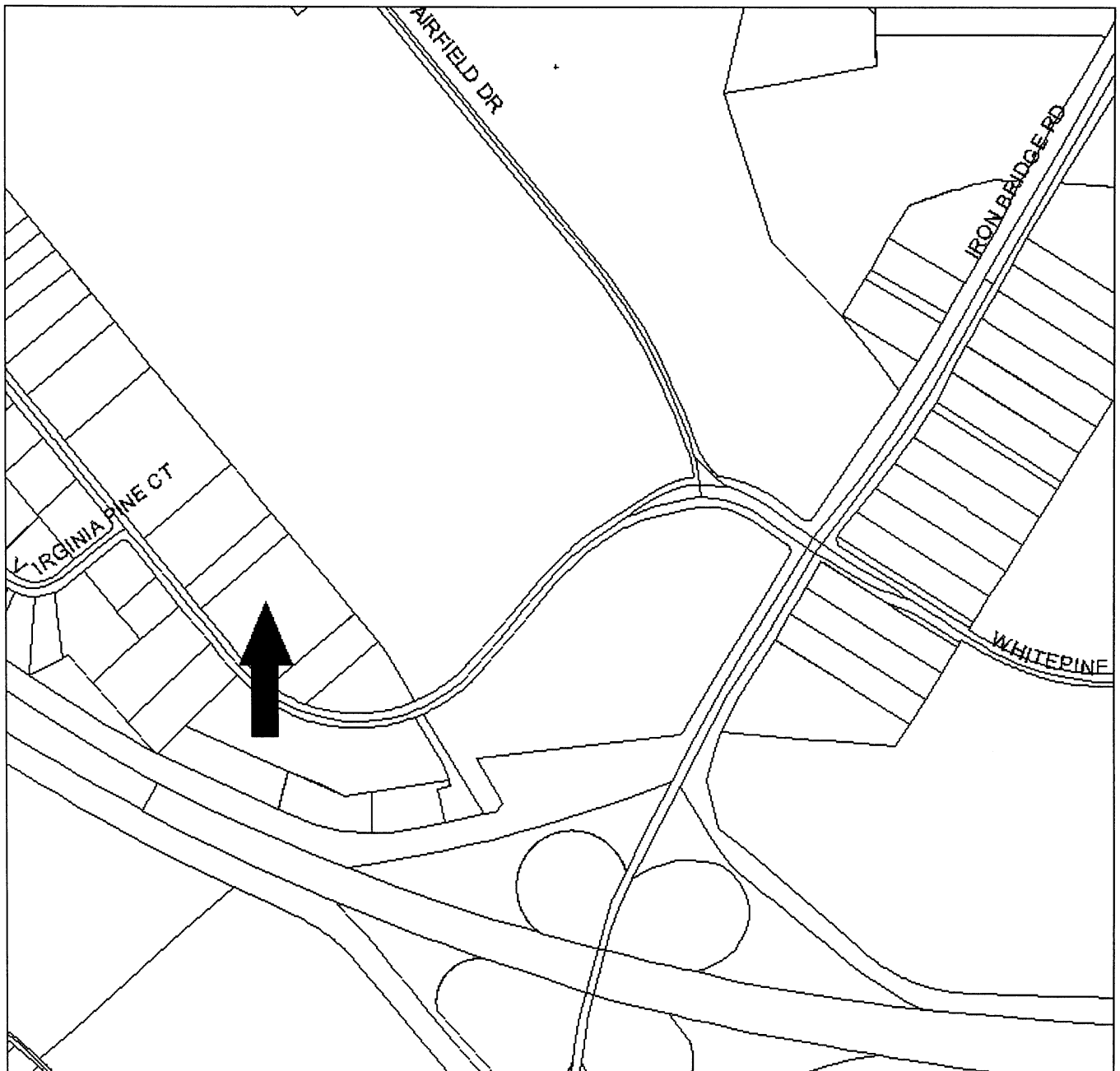
No

#

000208

# VICINITY SKETCH

PUBLIC HEARING: ORDINANCE TO VACATE A TWENTY  
FOOT DRAINAGE EASEMENT IN BLOCK A REVISION OF  
CHESTERFIELD AIRPORT INDUSTRIAL PARK SECTION A

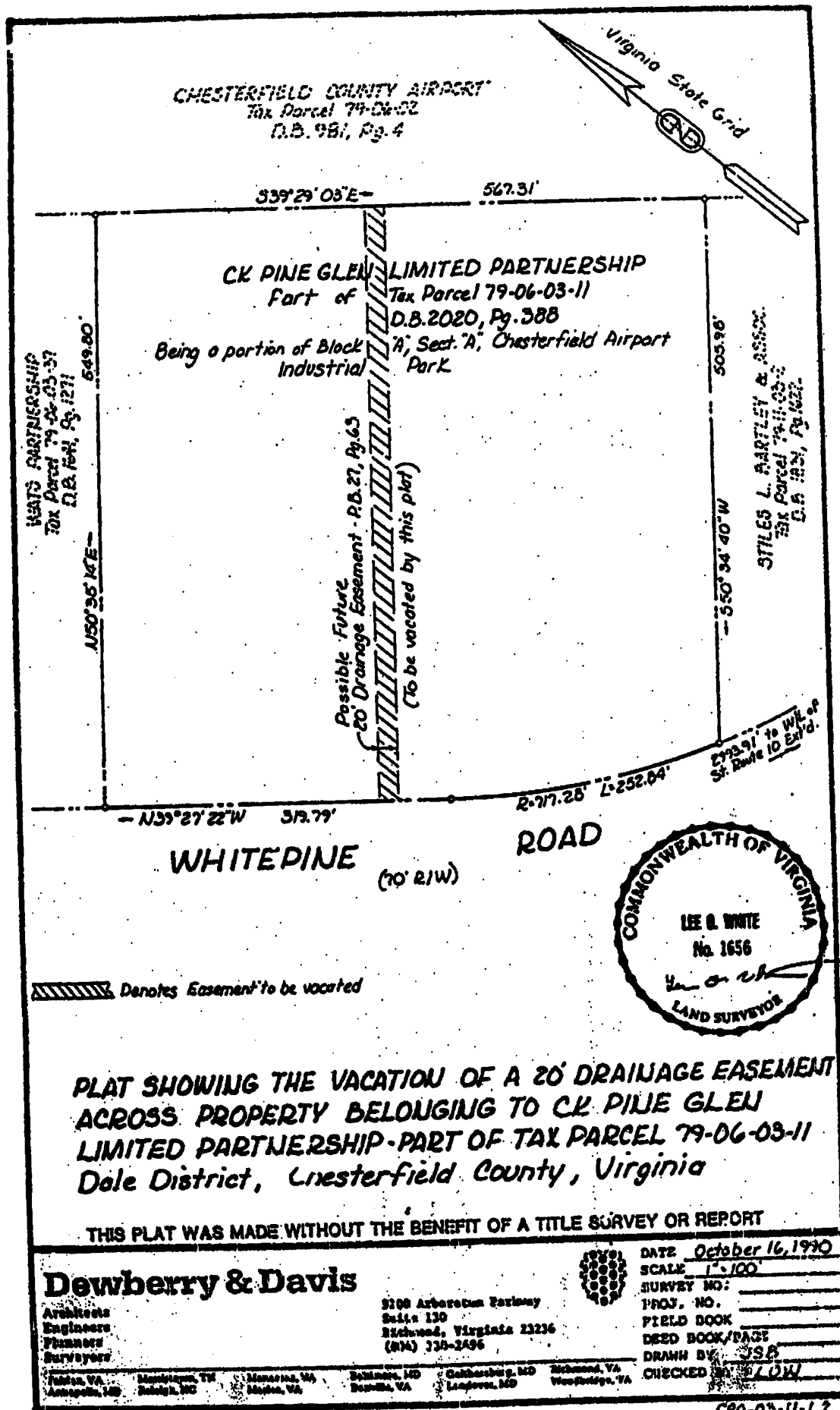


Chesterfield County Department of Utilities



1 inch equals 666.67 feet

000209



000210



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 17.E.

**Subject:**

PUBLIC HEARING: Consider the Exercise of Eminent Domain for the Acquisition of a Variable Width Water Easement and Temporary Construction Easement for the Southwest Corridor Waterline Project

**County Administrator's Comments:**

*Recommend Approval*

**County Administrator:** \_\_\_\_\_

*ABR*

**Board Action Requested:**

Authorize the County Attorney to proceed with eminent domain for the acquisition of a variable width water easement and temporary construction easement across the property of John Henry Andrews, at 10030 Graves Road, PIN: 755619803700000.

**Summary of Information:**

John Henry Andrews, owner of property at 10030 Graves Road, PIN: 755619803700000 died in 1945. Staff has been unable to locate any heirs. It is necessary to proceed with the use of eminent domain for the health and safety of the public. Staff will continue to try to locate the heirs and negotiate a settlement.

**District:** Matoaca

Preparer: John W. Harmon

Title: Right of Way Manager

**Attachments:**



Yes

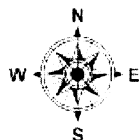
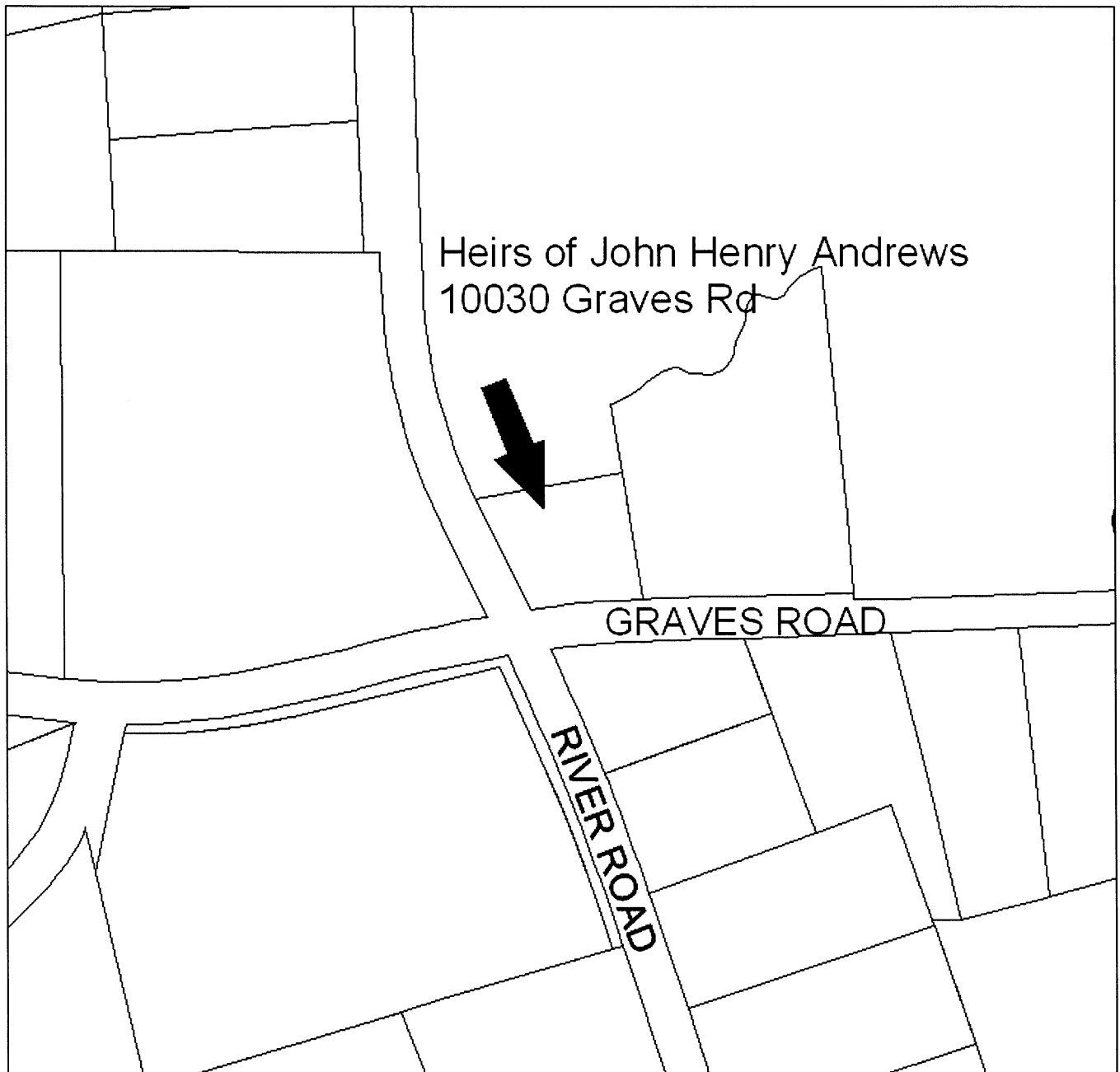


No

# **000211**

## VICINITY SKETCH

Consider the Exercise of Eminent Domain for  
Acquisition of Easements for Southwest  
Corridor Waterline Project



Chesterfield County Department of Utilities



1 inch equals 166.67 feet

000212



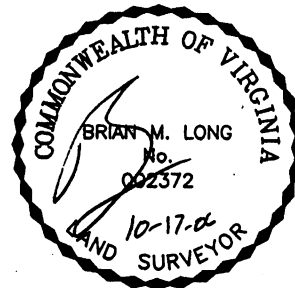
THIS IS NOT A BOUNDARY SURVEY

PLAT PREPARED BY:  
PRECISION MEASUREMENTS, INC.  
2116 DABNEY ROAD  
SUITE B5  
RICHMOND, VA 23230

PLAT OF A  
VARIABLE WIDTH  
WATERLINE EASEMENT & A  
10' TEMPORARY CONSTRUCTION  
EASEMENT ACROSS THE PROPERTY  
OF JOHN HENRY ANDREWS  
MATOACA DISTRICT ~ CHESTERFIELD CO.  
VIRGINIA

0' 30' 60' 120'  
SCALE 1"=30'

BRACKEN LLC  
D.B. 6601, PG. 806  
GPIN 756620277700000  
10300 RIVER RD



C1  
L=4.49'  
R=671.97'  
 $\Delta=00^{\circ}22'58''$   
C LEN=4.49'  
BRG=N  $24^{\circ}43'05''$  W

C2  
L=20.24'  
R=131.16'  
 $\Delta=08^{\circ}50'24''$   
C LEN=20.22'  
BRG=N  $72^{\circ}18'25''$  E

LINE	BEARING	DISTANCE
L1	N $80^{\circ}40'39''$ E	31.22'
L2	N $80^{\circ}40'39''$ E	22.44'
L3	S $16^{\circ}02'35''$ W	6.64'
L4	S $61^{\circ}02'35''$ W	17.05'
L5	S $05^{\circ}13'12''$ E	24.88'
L6	N $85^{\circ}48'39''$ E	14.94'
L7	S $26^{\circ}05'36''$ E	32.82'

TEMP. CONSTRUCTION  
EASEMENT  
171.7 SQ. FT.  
0.004 ACRES

VAR. WIDTH  
WATERLINE ESM'T  
5473.8 SQ. FT.  
0.126 ACRES (TOTAL)  
0.056 ACRES OUTSIDE R/W  
0.070 ACRES INSIDE R/W

JOHN HENRY ANDREWS  
D.B. 159, PG. 474  
GPIN 755619803700000  
10030 GRAVES RD

CEMETARY

N:3619310.03  
E:11755766.43

GRAVES RD ~ RTE 630  
30' R/W

DATE: OCT 17, 2006

COUNTY PROJECT# 05-0147

000213



**CHESTERFIELD COUNTY  
BOARD OF SUPERVISORS  
AGENDA**

Page 1 of 1

**Meeting Date:** January 10, 2007

**Item Number:** 19.

**Subject:**

Adjournment and Notice of Next Scheduled Meeting of the Board of Supervisors

**County Administrator's Comments:**

**County Administrator:** \_\_\_\_\_

A handwritten signature, likely of the County Administrator, is written over the line.

**Board Action Requested:**

**Summary of Information:**

Motion of adjournment and notice of a regularly scheduled meeting to be held on January 24, 2007 at 3:00 p.m.

**Preparer:** Lisa Elko

**Title:** Clerk to the Board

**Attachments:**

☐

Yes

☒

No

000214